



Contract Number 178402

**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

Advocate Care, LLC
dba Advocate Care
Mailing: 3140 Juanipero Way, Ste 102, Medford, OR 97504
Service: 13033 SE Holgate Blvd., Portland, OR 97236
Attention: **Todd Woollard** ~~Dan Gregory~~
Telephone: 541.857.0700
E-mail address: **toddwoollard@msn.com** ~~dangreg4@gmail.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
500 Summer Street NE
Salem, Oregon 97301
Contract Administrator: Melissa G. Taber or delegate
Telephone: 503.269.4565
E-mail address: Melissa.G.Taber@odhs.oregon.gov**

- 1. Effective Date and Duration** This Contract shall become effective on **January 1, 2023**, 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 **December 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 **\$17,070,336.00**. ODHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., “Payment and Financial Reporting.”

c. ODHS will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by ODHS as described in Exhibit A, Part 1, “Statement of Work.”

4. Contractor or Subrecipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, ODHS’ determination is that:

Contractor is a subrecipient Contractor is a contractor Not applicable

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

EXHIBIT A
Part 1
Statement of Work

Contract Type: Residential Care Facility Specific Needs Contract

Contract Capacity: 32 Contract Beds

Governing Administrative Rules: Residential Care and Assisted Living Facilities Oregon Administrative Rules Chapter 411, Division 054; Medicaid Long-Term Care Service Administrative Rules Chapter 411 Division 015; Specific Needs Services Oregon Administrative Rules Chapter 411, Division 027; Behavior Support Services Administrative Rules Chapter 411, Division 046 and all other applicable state and federal laws.

Advocate Care
13033 South East Holgate Blvd
Portland, OR 97236

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 Department designated agency charged with the responsibility to provide a comprehensive and coordinated system of services to older adults or Individuals with disabilities in a planning and service area. For purposes of these rules, 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 Support 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 Support Plan shall identify caregiver interventions to help caregivers 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. **“Behavior Support Services (BSS)”** per OAR 411-046-0100 through 0220 means a set of Medicaid funded services that include:
- (1) Person-centered evaluation;
 - (2) A Behavior Support Plan;
 - (3) Coaching for designated caregivers on plan implementation;
 - (4) Monitoring to evaluate the plan’s impact;
 - (5) Revision of the plan;
 - (6) Updated coaching and activities; and
 - (7) May include consultation with the caregiver on mitigating behaviors that place an Individual's health and safety at risk and to prevent institutionalization.
- g. **“Case Manager” and “Diversion/ Transition Coordinator”** means an employee of the Department or AAA who is responsible for service eligibility, assessment of need, offering services choices to eligible Individuals, service planning, services authorization and implementation, and evaluation of the effectiveness of Medicaid home and community-based services. This position serves as the ODHS Designee (see definition below.)
- h. **“Contract Administrator”** means the Department staff person accountable for monitoring and ensuring compliance with the terms and conditions of the Contract and ensuring that all requirements are met.
- i. **“Individual”** means the ODHS consumer who meets the Target Group definition and receives Services under this Contract.
- j. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- k. **“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.
- l. **“ODHS Designee”** refers to the Department or AAA Case Manager or Diversion/ Transition Coordinator primarily responsible for coordinating the Individual’s services.
- m. **“On-Call”** means available to participate in discussion or for inquires, even when not present at the service location.
- n. **“On-Site”** means on or at the specific service location.
- o. **“Oregon Department of Human Services” or “Department”** means ODHS unless otherwise specified.
- p. **“Rehabilitation Plan”** means a plan developed and reviewed annually by a licensed therapist to assist an Individual with increasing, maintaining or developing occupational, speech, respiratory, cognitive or physical skills.

- q. **“RN”** means Registered Nurse.
- r. **“Service Plan”** means the written, individualized plan for services, developed by the Service Planning Team, that reflects the Individual’s capabilities, choices, and if applicable, measurable goals, and managed risk issues. The Service Plan defines the division of responsibility in the implementation of the services, as well as when and how often care and services shall be provided.
- s. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, a licensed nurse, Individual Care Coordinator, Activity and Social Services Coordinator, 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
- t. **“Specific Needs Services”** refers to the specific needs’ settings Contracts identified in OAR 411-027-0075(4). A specific needs setting Contract pays a rate in excess of the rate schedule to providers who care for a group of individuals whose service needs exceed the service needs encompassed in the base payment and add-on’s.
- u. **“Target Group”** for purposes of this Contract, means the population of Individuals who meet the following documented criteria prior to admission:
 - (1) Eligible for Medicaid Long-Term Care Service pursuant to OAR 411-015; and
 - (2) Currently residing in a nursing facility or is at risk for a nursing facility placement; and
 - (3) History of unsuccessful placements or service needs that make it difficult to secure a standard placement; and
 - (4) The Individual has a history or is currently exhibiting or is at risk for of 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; or
 - (h) Depressive symptoms which may include but are not limited to social isolation, lack of self-care; decreased level of functioning.

And require one or more:

- (i) Rehabilitation Plan developed by a licensed therapist including but not limited to a Physical Therapist, Occupational Therapist, Speech/Language Therapist or Recreation Therapist;
 - (j) 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;
 - (k) Behavior Support Plan; or
 - (l) 2-person full assist with mobility or transfers.
- v. **“Transition Planning”** for purposes of this Contract, means the documented assessment and planning activities, coordinated and developed by Contractor prior to admission, to discuss all elements of the Individual’s care, resulting in a sound admission and transition plan.

2. Contractor’s Services

- a. Contractor shall perform all Work in accordance with the Department Residential Care and Assisted Living Facilities Administrative Rules, OAR 411-054 and all applicable county, state and federal laws.
- b. Contractor shall notify the Contract Administrator and ODHS Designee within ten (10) days of any vacancy of Administrator or Individual Care Managers. 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 are not limited to:
 - (1) Involuntary Exit
 - (2) Hospitalization
 - (3) Arrest

3. Eligibility

ODHS shall have no financial responsibility for services provided to an Individual until such time as the subject Individual’s eligibility has been determined, the placement and payment have been authorized by ODHS, and the Transition Planning Meeting has occurred. The Service payment shall become effective on the date of placement or effective date of eligibility pursuant to this Contract.

4. Referral and Admission Process

- a. ODHS has sole and final approval authority over all Contract admissions.
- b. All Medicaid admissions under this Contract must be approved by ODHS Central Office prior to admission.
- c. Contractor shall screen all Individuals being considered for placement under this Contract and review screening results and all related service planning information with relevant Service Planning Team members, including the ODHS Designee, prior to establishing a targeted admission date.
- d. Contractor and the ODHS Designee shall mutually determine the targeted admission date and mutually confirm the actual admission date after receiving confirmation of ODHS Central Office final approval.
- e. Contractor shall engage in assessment and planning activities prior to Individual's placement with Contractor, resulting in sound admission and transition development and coordination. Contractor shall ensure there is documentation supporting the completion of these activities in the Individual's service record to include all subsequent Service plans.
- f. Contractor shall coordinate and participate in a minimum of one Transition Planning meeting prior to the targeted admission date with Individual and/or the Individual's identified support network, both the referring and receiving ODHS Designee and a representative of the provider(s) currently providing services to the Individual (as applicable). The purpose of the Transition Planning meeting 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: Durable Medical Equipment (DME), medications, transportation, supplies, ancillary services,
 - (5) Review medical needs with a plan to ensure coordination of medical benefits and services; and
 - (6) Review existing service 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 the monthly Service Planning Team (SPT) meetings. Health care providers shall be invited to participate in the SPT as needed.

The Service Planning Team shall:

- a. Review each Individual's Service Plan and attached component plans monthly, 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 Support Plans as necessary, to promote Individual safety and stability.
- f. Engage Contract Administrator and ODHS Designee within 72 hours of a change of condition which results in an immediate revision to the Service Plan or a Less-Than-30-Day notice.

7. Staffing Levels

Staffing levels must comply with the licensing rules of the facility, OAR 411-054 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 shall notify the Contract Administrator. Contractor shall ensure:

- a. Hiring of qualified staff and assure coverage to meet the needs of each Individual;

- b. All staff hired or who work with Individuals are experienced, qualified, well-trained persons who have an approved criminal history check;
- c. Current position descriptions are maintained and are available to Contract Administrator upon request; and
- d. Emergency backup and On-call information for the Behavior Consultant, licensed nurses and facility Administrator, as defined in OAR 411-054, 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 20 of this Contract. For purposes of this Contract, direct care staffing shall increase pursuant to Individual census as outlined below:

- a. Contractor shall provide a minimum ratio of 1 staff for every 4 Individuals, with a total of eight (8) direct care staff at full capacity during day and evening shifts. Contractor shall provide a minimum ratio of 1 staff for every 6 Individuals, with a total of six (6) direct care staff at full capacity, during night shift. Contractor shall increase staffing when it is warranted by Individual acuity.
- b. 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 necessary to carry out behavior plans or administer medications.
- c. Regardless of census, each shift will include in the above direct care staffing a designated Shift Supervisor during the night shift, to oversee general management duties.

9. Administrative Assistant

Contractor shall provide the program one (1) FTE Administrative Assistant position to support the Program Director. Administrative Assistant must have experience with operational aspects of running a Resident program for Individuals in the Target Group.

10. Individual Care Managers

Contractor shall provide two (2) FTE staff, with one designated as Individual Care Manager (RCM) and one designated RCM Assistant. Persons in these positions will have responsibilities to include:

- a. Screening of referrals and other activities related to admission;
- b. Development of and implementation of Individualized Behavioral Support training and review of Individual Behavioral Support Plans with Contractor's direct care staff;
- c. Schedule and provide facilitation of monthly Service Planning Team meetings;
- d. Review each Individual's Behavior Support Plan with direct care workers monthly;

- e. Attend, participate, and communicate with SPT and other team meetings regarding Individual interactions, observations, and changes in Individual status;
- f. Facilitate, assist and provide support with client services and activities as needed, including but not limited to Individual admissions/discharges, Individual orientations, group facilitation and safety checks;
- g. Assures appropriate documentation in Individual record for behavioral observations/interactions related to successful progress in behavior management. Documents in Individual chart significant issues for smooth transition between shifts;
- h. Tracks individual behavior plan progress;
- i. Oversee implementation of Managed Risk Agreements as defined in OAR 411-054-0036 (6);

11. Certified Drug and Alcohol Counselor

Contractor shall provide the program one (1) FTE Certified Drug and Alcohol Counselor, credentialed as a CADC II. Staff in this position shall provide services to Individuals identified with substance use disorders and addictions. Responsibilities include development, coordination and implementation of counseling, education and treatment of substance use disorders for Individuals and their identified support network, as well as ensuring direct care staff training. Addiction treatment shall be collaborative and support the Behavior Support Plan. Contractor's Certified Drug and Alcohol Counselor shall ensure:

- a. Partnerships with local law enforcement regarding reporting and disposal of illegal substances;
- b. Development and management of plans for safe drug use, in order to continue residency with Contractor;
- c. Identification and documentation of addiction triggers and coordination of any necessary treatment;
- d. Implementation of individual and group addiction treatment for Individuals who would benefit and have consented to such treatment, either on-site or in coordination with community agencies; and
- e. Provision of staff education on substances and addiction.

12. Activity Staff

Contractor must provide six (6) FTE, to include (1) Activity Director, (1) Exercise Coordinator and (4) Activity Assistants. This team will develop, oversee and implement activities as described in this contract. At least one team member must be on-site and available to direct care staff and Individuals 7 days per week. Responsibilities include ensuring direct care staff are trained on Individualized Activity Plans, and that Individuals can participate in activities seven days a week, even if Activity staff are not On-Site or Available. Contractor's Activity Director shall:

- a. Conduct a written assessment for each Individual that addresses, at a minimum, the following:

- (1) Past and current interests;
 - (2) Current abilities, skills and interests;
 - (3) Emotional and social needs and patterns;
 - (4) Adaptations necessary for the Individual to participate; and
 - (5) Identification of activities needs to supplement the Individual's Behavior Support Plan.
- b. Develop of 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, seven days per week. Activities shall include scheduled or planned as well as spontaneous activities, and which are collaborative and support the Behavior Support 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. Be reviewed each month, and as needed by Contractor's Activity Coordinator, and modified as needed based on feedback from direct caregivers, SPT and the Individual's responses; and
- d. Provide training needed to Contractor's direct care staff to implement current Activity Plans.

13. Individual Outing Coordinator

Contractor shall provide one (1) FTE Individual Outing Coordinator position who will provide the following services:

- a. Coordination of scheduling and transportation for medical appointments;
- b. Act as Community Attendant for Individuals during local community and health related appointments, ensuring the Individual's safety and that information needed for the Individual's Service Plan is exchanged;
- c. Coordination of individualized opportunities for peer and community involvement;
- d. Coordination and access to community resources and services, including but not limited to religious, vocational or education opportunities, volunteer groups, support or substance abuse recovery groups; and
- e. Assisting Individuals in accessing necessary health care services or services to which Individuals are entitled.

14. Social Services

Contractor shall provide two (2) FTE, with one designated as Social Services Director and one designated Social Services Assistant, who will provide the following:

- a. Assist in developing admission and transition plans to ensure Individuals have needed medical supports at admission;
- b. Assist with legal and financial issues including but not limited to court issues, representative payee services, assistance with paying bills, managing money and, if needed, providing application for guardianship;
- c. Advocacy to assist Individuals in need of legal identification, immigration problems, hearings and starting or retaining benefits;
- d. Access to needed community services such as vocational or education opportunities, volunteer groups, support groups, support or substance abuse recovery groups or mental health treatment;
- e. Assistance with family interactions, support and outreach; and
- f. Assistance in developing transition plans to support discharge goals and planning.

15. Nursing

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

- a. Provide one (1) FTE Director of Nursing who is a Registered Nurse and available On-Call and accessible 24 hours per day; 7 days per week. Contractor's Director of Nursing shall provide oversight of Contractor's nursing staff and nursing services pursuant to OAR 411-054 and this Contract;
- b. Provide two (2) FTE Registered Nurses and 4.5 FTE Licensed Practical Nursing staff with current unencumbered Oregon licensure. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity. Nursing staff shall be available on-site 7 days per week on all shifts.
- c. Ensure the following tasks are performed by Contractor's licensed nurses, within the scope of their license:
 - (1) Assist with the screening of prospective Individual to determine if their needs can be met under this Contract;
 - (2) Provide focused assessments per OAR 851-045 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 OAR 851-047;
- (7) Provide a review of Contractor's pharmacy and medication system and ensure OAR 851-047 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).

16. Dietary Manager

Contractor shall provide a minimum of one (1) FTE for a Dietary Manager position. Person in this position will provide the following services:

- a. Assess Individual nutritional needs;
- b. Coordinate pre-admission person centered evaluation related to the Individual's dietary habits, goals and preferences;
- c. Work with facility RN or other involved medical professionals to evaluate appropriate diet concerns in relation to Individual health care needs;
- d. Develop and implement Individual nutrition plans;
- e. Nutritional plans should address health related concerns such as weight loss, strength-building, cholesterol, or diabetes management; and
- f. Monitor dietary intake and results and adjust nutrition plans accordingly.

18. Medical Director

Contractor shall provide .05 FTE Medical Director services for healthcare services from a licensed medical provider, for consultation, complex medication regime and on-site provision of medical oversight.

19. General Health Service

Contractor shall, through its Program Director, licensed nursing staff, or Individual Care Coordinator, 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 caregivers 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 are arranged or provided for by Contractor's facility as needed to meet health care needs, activity needs or to support interventions identified in the Service Plan; and

- d. Community Attendants are arranged or provided during all local community activities (as outlined in the individual's Activity or Behavioral Support Plan) and health related appointments to ensure the Individual's safety and that information needed for the Individual's Service Plan is exchanged.

20. Training

Contractor shall ensure:

- a. All staff assigned to work with Individuals receive training on the Contractor's general policies and procedures, 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 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 twelve (12) hours annually on clinical and care giving practices that are relevant to the Individuals served and are above the training standards and hours required by OAR 411-054 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. Behavior Support Coordinators must meet the continuing education requirements outlined in OAR 411-046-0210.
- e. Contractor shall ensure all required training activities are documented and verifiable to include dates, topics, attendees and presenters.

21. 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 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 **January 1, 2023**, through **June 30, 2023**, unless otherwise amended, ODHS will pay to the Contractor:

\$22,227.00 prorated per month per Individual for up to 32 Individuals at any one time during the term of this Contract.

(2) As consideration for the services provided by the Contractor for the time period of **July 1, 2023**, through **December 31, 2024**, unless otherwise amended, ODHS will pay to the Contractor:

\$19,245.00 prorated per month per Individual for up to 32 Individuals at any one time during the term of this Contract.

b. To provide a buffer for potential future rate increases, the maximum payable to Contractor under this Contract, shown in section 3.a “Consideration”, is calculated using the highest monthly rate shown in Section 1.a. above. Regardless, any changes to the monthly rates listed in Section 1. “Payment Provisions” above must be done through a Contract Amendment.

c. ODHS will 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 under this Contract.

d. 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.

e. Contractor shall accept payment from ODHS, as determined in accordance with the applicable rules, as payment in full for Services.

f. Contractor shall send all invoices to ODHS’ Contract Administrator at the address specified on page 1, or to any other address as ODHS may indicate in writing to Contractor. Contractor's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.

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