



Contract Number 179990

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

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This is amendment number **01** to Contract Number **179990** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

**MacDonald Center
d.b.a. Maybelle Center for Community
605 NW Couch St.
Portland, OR 97209
Attention: Michelle Meyer
Telephone: 503-222-5720
E-mail address: MMeyer@maybellcenter.org**

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 ~~\$17,831,664.00~~ **\$18,686,085.00**. 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. ~~Payments shall be made to Contractor for services rendered to eligible ODHS Individuals. The service reimbursement for each ODHS Individual shall be \$13,759 per month for June 1, 2023, through June 30, 2023, and \$11,913 per month from July 1, 2023 through May 31, 2025, for no more than 54 Individuals per month.~~

Contractor to be paid as follows:

(1) As consideration for the service provided by the Contractor for the time period of July 1, 2023 through June 30, 2024, unless otherwise amended, ODHS will pay to the Contractor:

\$13,759.00 prorated per month per Individual for up to 54 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, 2024 through the end of the Contract, unless otherwise amended, ODHS will pay to the Contractor:

\$14,447.00 prorated per month per Individual for up to 54 Individuals at any one time during the term of this Contract.

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 179990

**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

**MacDonald Center
d.b.a. Maybelle Center for Community
605 NW Couch St
Portland, OR 97209
Attention: Michelle Meyer
Telephone: 503-222-5720
E-mail address: mmeyer@maybelcenter.org**

hereinafter referred to as “Contractor.”

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

**Oregon Department of Human Services
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@odhs.oregon.gov**

- 1. Effective Date and Duration.** This Contract shall become effective on the later of: (I) June 1, 2023 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; Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on May 31, 2025. 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 into 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 **\$17,831,664.00**. 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: Assisted Living Facility Specific Needs Contract

Contract Capacity: Not to exceed Contractor’s licensed Assisted Living Facility approved capacity of 54 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.

Macdonald Center
605 NW Couch Street
Portland, OR 97209

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. **“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.
- 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 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, 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.
- 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”** 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 OAR Chapter 411 Division 015 rules;
 - (2) Currently residing in a nursing facility, at risk for a nursing facility placement or houseless;
 - (3) 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.
 - (4) Requires a Behavior Support Plan.
- s. **“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 Residential Care and Assisted Living Facilities Oregon Administrative Rules, Chapter 411, Division 054 and all applicable state and federal laws.
- b. ODHS Contract Administrator will act as ODHS liaison for all Contract oversight

and technical assistance activities.

- c. Contractor shall notify the Contract Administrator and ODHS Designee within 10 days of any vacancy of Contractor's licensed nurses or facility Administrator. Contractor shall provide the Contract Administrator with a plan of how the vacancy will be covered and process for filling the position.
- d. Contractor shall ensure that all Individuals served under this Contract meet the Target Group requirements.
- e. Contractor shall notify the ODHS Designee of an unexpected and immediate absence of the Individual from the program. Examples of an unexpected and immediate absence include but not limited to:
 - (1) Involuntary Exit
 - (2) Hospitalization
 - (3) Arrest

3. Eligibility

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 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; 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, OAR 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.

Direct Care Staffing

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 9. Training of this Contract. For purposes of this Contract, direct care staffing is outlined below:

- a. Contractor shall provide a minimum of 5 direct care staff during day and evening shifts, and 3 direct care staff at night. Contractor shall increase staffing when it is warranted by Individual acuity;
- b. Included in the direct care staffing, each shift will include a designated Lead staff, to

- ensure that individual nursing plans can be implemented;
- c. In addition to the above direct care staffing, Contractor shall provide a designated medication aide on each shift, who has the skills and training necessary to carry out behavior plans or administer medications; and
 - d. Contractor shall maintain an on-call pool of direct care staff to cover staff absences and position vacancies.

Assistant Administrator

In addition to the requirements of Oregon Administrative Rules Chapter 411, Division 054, Contractor shall provide the program 1 FTE Assistant Administrator position to support the Administrator. Assistant Administrator must have experience with operational aspects of running a residential program for Individuals in the Target Group.

Behavioral Program Manager

Contractor shall provide 1 FTE Behavioral Programs Manager for evaluating, developing, documenting, training, and providing services to address Individual behaviors. In addition, staff in this position are responsible for hiring, training, and supervising Behavioral Health Team members and coordination of Mental Health and other services. Contractor's Behavior Programs Manager must assist in screening all referrals under the Contract, be part of the Service Planning Team and provide on-call services. 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 monthly by Contractor's Behavior Health Team and modified, as needed, based on feedback from the direct care staff, SPT and the Individual's responses.
- c. Provision of 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; and
- d. Create Policies & Procedures relevant to the Behavioral Health needs of the target population and train all staff on their implementation; and

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

Behavior and Addictions Coordinator

Contractor shall provide the residential program 1 FTE Behavior and Addictions Coordinator, credentialed as a Certified Drug and Alcohol Counselor. 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 Behavior and Addictions Coordinator 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 individualized and group addiction treatment for Individuals who would benefit and have consented to such treatment, either On-Site or in coordination with community agencies;
- e. Organization and facilitation of educational, skill building, wellness, recovery and advocacy groups and trainings; and
- f. Provision of staff education on substances and addiction.

Behavioral Support Specialists

Contractor shall provide the 2 FTE Behavioral Support Specialists to help implement, support and facilitate the programs developed by the Behavioral Programs Manager. Staff in this position shall provide Services to Individuals identified with substance use disorders and addictions and are currently being supported by a Behavioral Support Plan. Contractor's Behavioral Support Specialists shall:

- a. Facilitate staff training at the direction of the Behavioral Programs Manager;
- b. Address daily resident behavioral needs
- c. Facilitate resident connections with outside Mental Health and Rehab services
- d. Organize/facilitate education, skill-building, wellness, recovery and advocacy groups and trainings
- e. Incident Report follow up
- f. Organize and facilitate resident individual and group education in skill building, wellness, and advocacy groups as directed by the Behavioral Programs Manager

- g. Accompany residents to appointments in the community
- h. Skilled in de-escalation and crisis intervention
- i. Assist with completing BSPs for every resident in accordance with OAR 411-046-0140, Behavior Support Services

Resident Services Manager

Contractor shall provide 1 FTE Resident Services Manager position. Resident Services Manager must be on-site a minimum of 5 days per week. Staff in this position will oversee resident services and care planning activities. The Resident Services Manager oversees the Resident Services Coordinator and Life Enrichments Coordinators, and shall:

- a. Schedule and facilitate monthly Service Planning Team meetings;
- b. Review each Individual’s Service Plan with direct care staff monthly;
- c. Attend, participate and communicate with SPT and other team meetings regarding Individual interactions, observations, and changes in Individual’s status;
- d. Facilitate, assist, and provide support with Resident Services and activities as needed, including but not limited to Individual admissions/ discharges, Individual orientations, group facilitation and safety checks;
- e. 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;
- f. Assistance with family interactions, support and outreach; and
- g. Assistance in developing transition plans to support discharge goals and planning.

Resident Services Coordinator

Contractor shall provide 1 FTE Resident 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. Advocacy to assist Individuals in need of legal identification, immigration problems, hearings and starting or retaining benefits;
- e. Coordination and access to community resources and services, including but not limited to religious, vocational or education opportunities or volunteer groups; and
- f. Assisting Individuals in accessing necessary health care services or services to which Individual are entitled.

Life Enrichment Coordinators

Contractor shall provide 3 FTE Life Enrichment Coordinators. These staff will develop, implement, train, oversee and support activities as described in this Contract. At least one staff must be On-Site and available to Individuals on day and evening shifts, 7 days per week. Responsibilities include ensuring direct care staff are trained on individualized Activity Plans, and that Individuals can participate in activities 7 days per week, even if Life Enrichment Coordinators are not On-Site or available. Individual refusal of activities must be tracked, and a new assessment completed to implement alternative activity options. Contractor's Life Enrichment 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 Support Plan, when applicable.
- 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, 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. Review Activity Plan each month by Contractor's Enrichment Coordinators 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.

Nursing Services

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

- a. Provide 1 FTE Director of Nursing who is available On-Call and accessible. Contractor's Director of Nursing shall provide oversight of Contractor's nursing staff and nursing services pursuant to OAR Chapter 411 Division 054 rules and this Contract;
 - i. In addition to the above, oversee the submission of annual health and safety trending reports and staff training reports for the program to the ODHS Designee and ODHS Contract Administrator;
- b. Provide 2 FTE Registered Nurses (RN) and 2 Licensed Practical Nurses (LPN) with current unencumbered Oregon licensure. LPNs shall assist the RN's with medical oversight and auditing medical records. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity, On-Site at least 7 days per week and are available and On-Call; and
- 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 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 OAR Chapter 851 Division 047 rules;
 - (7) Provide a review of Contractor's pharmacy and medication system and ensure OAR 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).

Resident Care Coordinator

Contractor shall provide 1 FTE Resident Care Coordinator position who will provide the following services:

- a. Coordination of direct care and nursing staff staffing schedules;
- b. Ensure appropriate documentation in Individual's record for behavioral observation/ interactions related to successful progress in behavior management. Documents in Individual's chart significant issues for smooth transition between shifts;
- c. Coordinate with nursing and Behavior Supports staff for implementation of changes to the Service Plan; and
- d. Assist in developing admission plans to ensure Individuals have needed medical supports at admission.

Nutritional Services Manager

Contractor shall provide the residential program one 1 FTE Nutritional Services Manager. Staff in this position are responsible for hiring, training, and supervising Nutritional Services Team and general coordination with SPT in support of residents' dietary needs. Persons in this position shall have the following responsibilities:

- 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;
- f. Monitor dietary intake and results, adjusting nutrition plans accordingly; and
- g. Work with the Individuals and Contractor's Activities Coordinator and Behavior Support Coordinator to form support network.

Dietary Services Team

Contractor shall provide 16 hours per week Nutritional Services Supervisor and 4 FTE dietary aide staff., to meet the dietary needs of residents including accommodation of any special dietary needs of the Individuals, such as serving meals in rooms as requested.

Community Safety Technicians

Contractor shall provide 3 FTE Community Safety Technicians and 1 FTE Security Supervisor, On-Site 24 hours per day, 7 days per week. The Community Safety Technician positions are responsible for maintaining a safe and orderly environment in the facility, making sure residents rights are honored while creating a drug free, violence free, and respectful space. Responsibilities include:

- a. Conducting patrols to ensure access points are properly secured and to ensure protection of property and people with a high degree of attentiveness to details and safety;
- b. Monitoring property to detect unauthorized vehicles, trespassers or individuals loitering and provides a professional deterrence and calming presence;
- c. Preventing and detecting theft or misappropriation of goods, money, or other items of value;
- d. Protecting individuals and property from harm or misappropriation;
- e. Responding to emergency situations and implements emergency response procedures;
- f. Providing assistance to people in need;
- g. Investigating incidents; and
- h. Writing clear, detailed, accurate reports to document what was observed during every tour of duty.

Quality Assurance Coordinator

Contractor shall provide 1 FTE Quality Assurance Coordinator staff. Person in this position must have experience with utilization review and Contract oversight. Contractor's Quality Assurance Coordinator is responsible for evaluating practices to help maximize efficiency and optimize resident care and facility compliance across departments with all stakeholders in accordance with the Oregon Administrative Rules (OARS) for Assisted Living Facilities. Duties include program audits to ensure adherence to state licensing and regulatory requirements, involvement in implementation of policy revisions and training of facility staff on any programmatic changes.

8. 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.

9. 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 OAR 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.

10. 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. Payments shall be made to Contractor for services rendered to eligible ODHS Individuals. The service reimbursement for each ODHS Individual shall be **\$13,759 per month from June 1, 2023, through June 30, 2023, and 11,913 per month from July 1, 2023 through May 31, 2025**, for no more than 54 Individuals per month.
- 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. 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 into account any moneys previously paid by ODHS or due to the Contractor for services provided by Contractor to an Individual. However, if 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.
- d. 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.
- e. 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 personal 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.

- f. Regardless of facility location, no payment to buyer or lessee of the facility will be made until buyer or lessee has received a license and a contract from ODHS. ODHS will continue payment for Contractor's services no more than 30 days following termination of licensure.

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