



Contract Number 180576

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

This document is available in other languages, large print, braille, or any preferred format free of charge. Contact the Contract Administrator at the contact information below. Relay calls accepted.

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 Cedar Crossings, LLC
dba Cedar Crossings
Attn: Kevin Ricker
Mailing Address: 127 NE 102nd Ave., Ste A, Portland, OR 97220
Service Address: 6003 SE 136th Ave., Portland, OR 97236
Telephone: 503.887.7395
Email address: kricke@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 Street NE
Salem, Oregon 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) **July 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; or (II) the date this Contract is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **June 30, 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 ConditionsThere 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 **\$7,773,231.60**. 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:

EXHIBIT A

Part 1 Statement of Work

Contract Type: Nursing Facility Enhanced Care Services Contract

Contract Capacity: 16 Contracted Beds

Governing Administrative Rules: Nursing Facilities Oregon Administrative Rules Chapter 411, Division 070, 085 and 088; Medicaid Long-Term Care Service Oregon Administrative Rules Chapter 411 Division 015; Specific Needs Services Oregon Administrative Rules Chapter 411, Division 027; Health Systems Division Behavioral Health Services Chapter 309, Division 019 and all other applicable state and federal laws.

Sapphire at Cedar Crossings
6003 SE 136th Ave, Portland, OR 97236

1. Definitions

In addition to all terms defined in this Contract, the definitions in, Oregon Administrative Rule OAR 309-109-0105 apply to and are hereby incorporated herein. If a conflict exists between any terms defined in this Contract and the terms defined in the foregoing administrative rules, the terms defined in the foregoing administrative rules shall take precedence

- a. **“Activities of Daily Living” or “ADL”** means the personal functional activities required by an Individual for continued well-being, which are essential for health and safety. Activities include eating, dressing and grooming, bathing and personal hygiene, mobility, elimination, and cognition.
- b. **“Activity Plan”** means the plan that is developed for each Individual based on their activity assessment.
- 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 adults 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 to 410.300.
- d. **“Available”** means being physically present to meet the needs of an Individual.
- e. **“Behavioral Health Treatment”** means treatment for mental health and substance use disorders provided by the Community Mental Health Provider (CMHP) as further defined in OAR 309-019-0105 (11).
- f. **“Behavior Support Plan”** means the individualized proactive support strategies used to support positive behaviors, as further defined in OAR 309-019-0105 (12).

- g. **“Care Plan”** means the Contractor’s written description of an Individual’s needs, preferences, and capabilities, including by whom, when, and how often care and services shall be provided.
- h. **“Case Manager/CM”** means employee of the ODHS or AAA who is responsible for service eligibility, assessment of need, offering services choices to eligible Individuals, care 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.)
- i. **“Community Mental Health Program (CMHP)”** means the organization of various services for Individuals with a mental health diagnosis or addictive disorders operated by or contractually affiliated with a local mental health authority and operated in a specific geographic area of the state under an agreement with the Health Systems Division of the Oregon Health Authority.
- j. **“Contract Administrator”** means ODHS staff, listed on page one of this Contract, accountable for monitoring and ensuring compliance with the terms and conditions of the Contract and ensuring all requirements are met.
- k. **“Enhanced Care Coordinator”** means the Contract Administrator whose job description includes Enhanced Care Services program oversight, responsible for coordinating and consulting with Health Systems Division regarding admissions, discharges and coordination of OAR 309-019-0155 services with Services defined in this Contract.
- l. **“Enhanced Care Services (ECS)”** means intensive behavioral and rehabilitative mental health services to eligible Individuals who reside in ODHS Aging and People with Disabilities (APD) licensed homes or facilities, as further defined in OAR 309-019-0105 (40).
- m. **“Individual”** means the ODHS-referred Client who meets the Target Group definition and receives Services under this Contract. For purposes of this Contract, “Client” and “Individual” are interchangeable terms.
- n. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management, and meal preparation.
- o. **“Interdisciplinary Team” or “IDT”** means a group of professional and direct care staff that have primary responsibility for the development of a Services Plan for an Individual receiving services, as further defined in in OAR 309-019-0105 (55).
- p. **“Licensed Medical Practitioner (LMP)”** means a person who meets the following minimum qualifications as documented by the Local Mental Health Authority (LMHA) or designee:
 - (1) Physician licensed to practice in the State of Oregon; or
 - (2) Nurse practitioner licensed to practice in the State of Oregon; or
 - (3) Physician's assistant licensed to practice in the State of Oregon; and

- (4) Whose training, experience and competence demonstrate the ability to conduct a mental health assessment and provide medication management
- q. **“Memorandum of Understanding” or “MOU”** means a written document signed by Contractor and CMHP which addresses, at minimum: behavioral health management, risk management, census management, staffing levels, quarterly trainings, behavioral health treatment and activity programs, admission and transition procedures, process for reporting and evaluating critical incidents, records access, policy and procedure manuals, dispute resolution and service coordination.
- r. **“Nursing Plan”** means the plan that is developed by the registered nurse based on an Individual’s initial nursing assessment, reassessment, or updates made to a nursing assessment as a result of monitoring visits. The Nursing Plan must be pursuant to the Individual’s Care Plan.
- s. **“ODHS Designee”** means the ODHS or AAA Case Manager primarily responsible for coordinating the Individual’s services.
- t. **“On-Call”** means Available to participate in discussion or for inquires, even when not present at the service location.
- u. **“On-Site”** means on or at the specific Service location.
- v. **“Oregon Department of Human Services”** means ODHS unless otherwise specified.
- w. **“Qualified Mental Health Professional (QMHP)”** means, per OAR 309-019-0105 (95), an LMP or any other individual meeting the minimum qualifications as authorized by the Local Mental Health Authority (LMHA) or designee and specified in 309-019-0125.
- x. **“PRN”** means according to necessity, when needed.
- y. **“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.
- z. **“Target Group”** means, for purposes of this Contract, the population of Individuals who have been approved for admission by the Enhanced Care Coordinator and meet all the following documented criteria:
- (1) Eligible for Medicaid Long-Term Care Service pursuant to OAR 411 Division 15; and
 - (2) Documentation of a diagnosis of Serious Mental Illness; and
 - (3) Requires intensive mental health supports as determined by past records or recent assessment; and

- (4) At risk of losing current placement, or have been referred to non-enhanced APD facilities and denied admission, due to severe mental illness symptoms; and
- (5) Currently exhibits at least one of the following complex behaviors:
 - Self-endangering behavior
 - Aggressive behavior
 - Intrusive behavior
 - Intractable psychiatric symptoms
 - Sexually inappropriate behaviors
 - Risk to health and safety without intensive supervision

2. Contractor's Services

- a. Contractor shall perform all Work in accordance with OAR Chapter 411, division 054 rules and all applicable county, state, and federal laws.
- b. Contract Administrator will act as ODHS liaison for all Contract oversight and technical assistance activities.
- c. Contractor shall notify ODHS Designee and Contract Administrator of an unexpected and immediate absence of the Individual from the program. Examples of an unexpected and immediate absence include but are not limited to:
 - (1) Voluntary or Involuntary Exit
 - (2) Hospitalization
 - (3) Arrest
 - (4) Revocation of Conditional Release

3. Mental Health Services Coordination

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

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

4. Eligibility

ODHS will have no financial responsibility for services provided to an Individual until such time as the subject Individual's eligibility has been determined, the placement and payment have been authorized, and a Care Plan has been developed. The Service payment will become effective on the date of placement or effective date of eligibility pursuant to a fully executed contract.

5. Referral and Admission Process

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

6. Discharge Process

- a. Contractor shall comply with all involuntary move-out criteria set forth in OAR 411-088-000 through 411-088-0080.
- b. Contractor shall notify the Contract Administrator and ODHS Designee of their intent to issue an involuntary move-out notice, documenting agreement by IDT that the program can no longer meet the needs of the Individual, define strategies or resources needed to withdraw the Involuntary Move-Out notice, documentation of any instituted Risk Agreements and implementation of any emergency 1-to-1 staffing.
- c. Contractor shall provide the Contract Administrator and ODHS Designee with a copy of the approved move-out notice.
- d. Contractor shall engage in discharge and transition planning with the Individual and their identified support network, including the Contract Administrator and ODHS Designee.

7. **Inter-Disciplinary Team**

The IDT Team has the responsibility to:

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

8. **Care planning**

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

- a. Include the following persons: Individual and/or their legal representative, Administrator or designee, RN, Social Services Coordinator, Activities Coordinator, QMHP and LMP. ODHS Designee, Contract Administrator and health care providers shall be invited to participate in the IDT as needed.
- b. Be scheduled at a time that is convenient for team members to attend. CMHP and facility care planning functions are expected to be integrated into these weekly IDT meetings.
- c. Review changes in Individual-specific medical or behavioral status, critical incidents, modify Behavior Plans and discuss other clinical and Residential Care Facility operational issues, including any necessary staffing changes required to promote resident safety and stability, on a weekly basis.
- d. Review each Individual's response to scheduled and PRN medications prescribed for management of psychiatric or behavioral symptoms with the LMP.
- e. Document participation and attendance in the weekly IDT and quarterly Care Plan meetings. Virtual participation is acceptable but must be documented. Team members who are unable to attend the meeting must receive copies of the updated Care Plans.

- f. Implement policies and procedures for communicating and documenting Behavior Plan and Care Plan changes to Contractor's direct care staff in a timely manner. Review of the Care Plan by Contractor's staff must be documented.
- g. Define timeframes and protocols for assessments and comprehensive Care Plan and Behavior Plan development as specified in the Memorandum of Understanding between Contractor and CMHP.
- h. Ensure the Care Plan, in addition to licensure requirements:
 - (1) Describes the reasons the Individual continues to require Services under this Contract.
 - (2) Describes the Individual's progress towards meeting discharge goals, their potential to transition to a less intensive program and strategies to address barriers to these goals.
- i. Designate a member to review the Care Plan with the Individual in a manner which encourages the Individual's fullest participation possible in the planning process, assures the Individual's preferences, goals and ability to self-direct are maximized and that the Individual is given opportunity to choose IADL, ADL and activities on a daily basis. The Individual's response to this review must be documented by Contractor.
- j. Review each Individual's Care Plan, including interventions in any related plans carried out by Contractors staff and CMHP employees, at least monthly or more frequently if the Individual's health or behavior deteriorates. Updates to the Care Plan and all attached component plans must be done quarterly.
- k. Identify changes that are needed to the Care Plan, or any attached component plans, and oversee communication and implementation of these changes. All changes to these component plans or the Care Plan must be documented.
- l. Engage Contract Administrator and ODHS Designee within 72 hours of a change of condition which results in an immediate revision to the Care Plan or a Less-Than-30-Day notice.

9. Staffing:

Certified Nursing Aides:

Contractor shall provide a minimum of 3 FTE Certified Nursing Aides on day and evening shifts. On night shift, a minimum of 2 FTE Certified Nursing Aides shall be provided. Contractor shall add staffing when it is warranted by Individual acuity. If Contractor is unable to meet staffing requirements as a result of extenuating circumstances, the Contractor will notify the Contract Administrator.

Contractor's direct care staff are responsible for delivering the Services described in this Contract, the Individual's Care Plan and Behavior Plan.

Activity Coordinator:

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

Nursing:

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

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

10. General Health Service

Contractor shall, through its Administrator and RN, ensure:

- a. Policy and protocols exist and are followed to ensure that an Individual's change of condition and any related interventions are communicated to all staff and CMHP employees.
- b. Individuals are assisted in accessing the health care services they need or to which they are entitled from outside providers.
- c. Coordination with addiction services as needed.
- d. Transportation coordination for local, non-emergent health care services, community activities or in support of interventions identified in the Care Plan.
- e. Sufficient staff are provided to accompany an Individual for community and health related appointments, to ensure the Individual's safety and information required for the Individual's Care Plan is exchanged.

11. Training

Topics and timeframes for training must be defined in the Memorandum of Understanding. Contractor shall ensure:

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

12. Physical Environment

Contractor shall ensure that Individuals who must be restricted from unsupervised community access or access to other items or services, due to legal, health or safety considerations, have this restriction outlined in their Behavior Plan and referenced in their Care Plan.

13. Contract Compliance

Contractor will submit health and safety trending reports and annual staff training reports upon request by ODHS Designee or Contract Administrator.

Contractor agrees to participate in a Contract program review initiated by Contract Administrator 90 days post contract execution and again 90 days prior to the termination of the Contract if the Contract is being renewed.

Contractor agrees to participate in a rate review initiated by Contract Administrator 90 days prior to the termination of the Contract if the Contract is being renewed.

Contractor agrees to provide Contract Administrator with all requested Individual(s) service records and financial records necessary to evaluate Contractor's performance during the term of this Contract.

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 as follows:
\$21,592.31 prorated per month for no more than **15** Individuals at any one time during the term of this Contract.
- b. ODHS will pay only for completed Work under this Contract.
- c. Subject to the conditions of this paragraph 1.c., ODHS guarantees a minimum payment to the Contractor of one day at the prorated rate set forth above in paragraph 1.a. 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. Payment for maintenance costs, per OAR 411-054-0030 and OAR Chapter 411, division 068 rules, 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.
- 2. Travel and Other Expenses.** ODHS shall not reimburse Contractor for any travel or additional expenses under this Contract.