



Contract Number 182302

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

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

**Sapphire At the Butte LLC
1250 SE Roberts Ave.
Gresham, OR 97080
Attention: Lisa Hilty
Telephone: 503-819-7157
E-mail address: LHilty@sapphirehealthservices.com**

hereinafter referred to as “Contractor.”

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

**Aging and People with Disabilities
Central Delivery Supports Unit
500 Summer Street 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, when fully executed, shall become effective on February 1, 2024, regardless of the date it is actually signed by all parties, per the authority under OAR Select One. At the time of execution, this Contract does not require approval by the Oregon Department of Justice but may require approval as set forth in OAR 137-045-0050 if amended. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on January 31, 2026. 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 **\$10,201,200.00**. 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: Not to exceed 24 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.

**Sapphire at The Butte
1250 SE Roberts Ave
Gresham, OR 97080**

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 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 must 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. **“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.
- g. **“Individual”** means the ODHS Consumer or Resident who meets the Target Group definition and receives Services under this Contract. For purposes of this Contract, “Individual” and “Resident” are both interchangeable terms.
- h. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- i. **“Nursing Service Plan”** means the plan that is developed by the registered nurse based on an Individual’s initial nursing assessment, reassessment, or updates made to a nursing assessment as a result of monitoring visits. The Nursing Service Plan must describe all licensed nursing services the Individual receives 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 inquires, even when not present at the service location.
- m. **“On-Site”** means on or 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 are to be provided.
- p. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, a licensed nurse, Resident 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
- 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 the following documented criteria prior to admission:
- (1) Eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411, Division 015; Consumers that are on Extended Waiver Eligibility as defined in OAR 411-015-0005 do not qualify for this contract.
 - (2) History of unsuccessful placements or service needs that make it difficult to secure a standard placement. This requirement may be waived by Contract Administrator for Individuals currently residing at Contractor's facility.
 - (3) 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) Pervasive inability to regulate emotions with disruptive, agitated and intrusive behaviors;
 - (d) Verbally aggressive behaviors that have resulted in a valid move out notice from other long term facilities;
 - (e) History of generating false memories, resulting in inaccurate or distorted reporting of events and leading to allegations against others;
 - (f) Behaviors creating biohazardous situations, which lead to unsanitary or dangerous environments;
 - (g) Substance use disorder which interferes with several areas of IADL functioning, creating difficulty maintaining housing or has resulted in involvement with the criminal justice system; or
 - (h) Frequent self-harm behaviors or threat of self-harm; and.

- (4) Requires at least **one** of the following:
 - (a) 2- person full assist with transfers;
 - (b) Management of behaviors requiring a Behavior Plan, in which direct interventions or implementation of the Behavior Plan is necessary on a daily basis. Staff conducting these interventions must be trained by the Contractor’s Milieu Counselor;
 - (c) Recent or planned discharge from the Oregon State Hospital or Oregon Department of Corrections.
- (5) **“Transition Planning”** means the documented assessment and planning activities, resulting in sound admission and transition plans, coordinated, and developed by Contractor prior to Individual’s placement with Contractor .

2. Contractor’s Services

- a. Contractor will perform all Work in accordance with the Department Residential Care and Assisted Living Facilities Oregon Administrative Rules Chapter 411 Division 054 and all applicable county, state and federal laws.
- b. Contractor will notify the Contract Administrator and ODHS Designee within ten (10) days of any vacancy of Administrator or Director of Health Services. Contractor will provide the Contract Administrator with a plan of how the vacancy will be covered and process for filling the position.
- c. Contractor will ensure that all Individuals served under this Contract meet the Target Group requirements.
- d. Contractor will 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 will have no financial responsibility for services provided to an Individual until such time as the subject Individual’s eligibility has been determined, the placement and payment have been authorized by ODHS and the Transition Planning meeting has occurred. The Service payment will become effective on the date of placement or effective date of eligibility pursuant to this Contract. ODHS reserves the

right to reduce the Contracted Service payment if an Individual is determined to no longer meet the Target Group criteria. ODHS will not fund consumers under this contract that are not eligible for Medicaid Long -Term Care Services as defined in Oregon Administrative Rules Chapter 411 Division 015 and that do not meet the target group.

4. Referral and Admission Process

- a.** ODHS will have no financial responsibility until Individual's eligibility has been approved, the placement and payment have been authorized by ODHS and the Transition Planning Meeting has occurred. The Service payment will become effective on the date of placement pursuant to a fully executed Contract.
- b.** ODHS has sole and final approval authority over all Contract admissions.
- c.** All Medicaid admissions under this Contract must be approved by ODHS prior to admission.
- d.** Contractor agrees to reserve 15 beds for consumers eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411 Division 015 rules. The contract administrator approve admission for individuals eligible for services under other programs or for private pay individuals. This decision is at the discretion of ODHS and the contract administrator. Approval to approve individuals not eligible for Medicaid Long-Term care will not obligate ODHS to fund these admissions.
- e.** Contractor will 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.
- f.** Contractor will engage in assessment and planning activities prior to Individual's admission, resulting in sound admission and transition development and coordination. Contractor will ensure there is documentation supporting the completion of these activities in the Individual's service record to include all subsequent Service Plans.
- g.** Contractor will coordinate and participate in a minimum of one Transition Planning meeting prior to the targeted admission date with Individual and/or the Individual's identified support network, both the referring and receiving ODHS Designee and a representative of the provider(s) currently providing Services to the Individual (as applicable). Transition Planning participants will:

- (1) Identify ODHS Designee and Contractor's roles and responsibilities around Transition Planning;
- (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 will comply with all Involuntary Move-Out criteria set forth in OAR 411-054-0080;
- b. Contractor will consult with the Contract Administrator and ODHS Designee prior to the issuance of an Involuntary Move-Out notice. In the absence of the Contract Administrator, it is appropriate for the Contractor to consult solely with the ODHS Designee;
- c. Contractor will provide the Contract Administrator and ODHS Designee with a copy of the approved Involuntary Move-Out notice; and
- d. Contractor will 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 will designate an administrative employee whose position description includes scheduling, facilitating, coordinating, overseeing and documenting monthly Service Planning Team meetings. Health care providers will be invited to participate in the SPT meetings as needed.

The Service Planning Team will:

- 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 Plans as necessary, to promote Individual safety and stability; and
- f. Engage Contract Administrator and ODHS Designee within 72 hours of a change of condition which results in a Less-Than-30-Day Move-Out notice.
- g. Follow Home and Community-Based Services and Setting and Person-Centered Service Planning as outlined in OAR 411-004-0000 through 411-004-0040 and ensure the Individual's rights are not limited without informed written consent from the Individual or their representative and approved by the ODHS Designee.

7. **Staffing Levels**

Staffing levels must comply with the licensing rules of the facility, Oregon Administrative Rules Chapter 411, Division 054 and be sufficient to meet the scheduled and unscheduled needs of Individuals. If Contractor is unable to meet staffing requirements as a result of extenuating circumstances, the Contractor will notify the Contract Administrator and outline how the Resident care needs will be met until full Contract compliance is achieved. Contractor will 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 well-trained persons who have an approved criminal history check;
- c. Current position descriptions are maintained and are available to Contract Administrator or designee upon request; and
- d. Emergency backup and On-Call information for Contractor's licensed nurses and Administrator are posted and available to direct care staff on all shifts to provide crisis management.

8. Direct Care

Contractor’s direct care staff must assist Individuals with activities in Contractor’s facility as well as activities and medical appointments in the community and must be trained in accordance with Section 18. of this contract. For purposes of this Contract, direct care staffing will increase pursuant to Individual census, until such time as the Contractor reaches full capacity, as outlined below:

- a. Contractor will provide a minimum ratio of 1 staff for every 5 residents during day and evening shifts. Contractor will provide a minimum ratio of 1 staff for every 6 residents during night shift. Contractor will increase staffing when it is warranted by Individual acuity. Upon reaching full capacity under the Contract, Contractor will provide 5 direct care staff during day and evening shifts and 4 direct care staff during night shift; and

9. Medication Technician

Contractor shall provide 1 designated Medication Technician on each shift, who have the skills and training necessary to administer medications.

10. Administrator/ Program Director

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

11. Milieu Counselor

Contractor will provide the program 1 FTE Milieu Counselor. Responsibilities will focus on development, coordination, and implementation of the Behavior Support Plan. Staff in this position must be available to provide On-Call services, and is responsible for evaluating, developing, documenting and training direct care staff on the interventions outlined in the Behavior Support Plan. Contractor’s Milieu Counselor responsibilities include:

- a. Participate in the screening process, and begin development of a behavior assessment which will be completed within 10 business days after admission;
- b. Development of a Behavior Plan dedicated for 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 and coordinate 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 caregivers can implement; and
 - (4) Be reviewed each week by Contractor's Milieu Counselor and modified as needed based on feedback from the direct caregivers, SPT and the Individual's responses.
- c. Attend, participate, and communicate with SPT and other team meetings regarding resident interactions, observations, and changes in resident status;
 - d. Facilitate, assist and provide support with client services and activities as needed, including but not limited to resident admissions/discharges, resident orientations, group facilitation and safety checks;
 - e. Assure appropriate documentation in resident records of important behavioral observations/interactions related to successful progress in behavior management. Document in resident chart significant issues for smooth transition between shifts;
 - f. Assist in the development and implementation of positive Behavior Plans, reviewing plans with Contractor's direct care staff;
 - g. Develop addictions training and train Contractor's direct care staff;
 - h. Oversee implementation of Managed Risk Agreements as defined in OAR 411-054-0036 (6);
 - i. Work effectively with outside providers to ensure cooperative and supportive working relations and coordination of community resources, as needed;
 - j. Escort residents to off-site meetings or appointments as needed;
 - k. Track individual Behavior Plan progress, as needed;
 - l. Partner with local law enforcement regarding reporting and disposal of illegal substances;
 - m. Develop and manage plans for safe drug use, in order to continue residency with Contractor; and
 - n. Coordinate individualized opportunities for peer and community involvement.

12. Activity Staff

Contractor must provide a ratio of 1 staff for each 6 residents, with a total of 4 FTE Activity staff, one of which will be designated the Activity Director. This team will develop, oversee and implement activities as described in this Contract. Responsibilities include ensuring direct care staff are trained on Individualized Activity Plans, and that Individuals can participate in activities seven days per week, even if Activity staff are not On-Site or Available. Contractor's Activity Director will:

- 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 Plan.

- b. Develop an Activity Plan for each Individual within 15 business days of admission, based on the Activity assessment. The resulting Activity Plan must meet the preferences of each Individual and be available on day and evening shifts, 7 days per week. Activities will include scheduled or planned as well as spontaneous activities, and which are collaborative and support the Behavior Plan. Activities may include, but are not limited to:
 - (1) One-to-one activities that encourage positive relationships between Individuals and Contractor's staff (e.g. life story, reminiscing, music);
 - (2) Spiritual, creative, and intellectual activities;
 - (3) Sensory stimulation activities;
 - (4) Physical activities that enhance or maintain an Individual's ability to ambulate or move; and
 - (5) Outdoor activities

- c. Review Activity Plan at least quarterly or as needed with the service planning process by Contractor's Activity Director and modified, as needed, based on feedback from direct caregivers, SPT and the Individual's responses; and

- d. Provide training to Contractor's direct care staff to ensure implementation of Activity Plans.

13. Director of Health Services

Contractor shall, in addition to nursing requirements of Oregon Administrative Rules Chapter 411, Division 054:

- a. Provide 1 FTE Director of Health Services, who is a Registered Nurse current with unencumbered Oregon licensure and available On-Call and accessible 24 hours per day; 7 days per week. Contractor will ensure an adequate number of nursing hours are provided relevant to the census and acuity.
- b. Contractor's Director of Health Services will provide oversight of Contractor's nursing staff and nursing services pursuant to Oregon Administrative Rules Chapter 411, Division 054 and this Contract, and ensure the following tasks are performed by Contractor's licensed nurses, within the scope of their license:
 - (1) Assist with the screening of prospective Individual to determine if their needs can be met under this Contract;
 - (2) Provide focused assessments per Oregon Administrative Rules Chapter 851, Division 045 to assist with development of initial Service Plan, admissions, discharges, MARS, TARS, and implementation of individualized Nursing Service Plans;
 - (3) Ensure that each Individual receives a Nursing Service Plan that is pursuant to the Service Plan;
 - (4) Review each Nursing Service Plan monthly, or more frequently, if the Individual experiences a significant change of condition and update quarterly;
 - (5) Provide or ensure that each direct care staff has the training needed to support each Individual's Nursing Service Plans;
 - (6) Ensure delegation, teaching and documentation of nursing care as regulated by Oregon Administrative Rules Chapter 851, Division 047;
 - (7) Provide a review of Contractor's pharmacy and medication system and ensure Oregon Administrative Rules Chapter 851, Division 047 compliance regarding the teaching of medication administration; and
 - (8) Coordinate with Home Health, Hospice, or a licensed health care provider for tasks that fall outside the scope of the facility and/or Contractor's nursing staff license(s).

14. Licensed Practical Nurse

Contractor will provide .5 FTE Licensed Practical Nurse. Staff in this position will be responsible for the following duties:

- a. Providing nursing services as authorized and approved by a registered nurse;
- b. Assist with the screening of prospective Individuals to determine if their needs can be met under this Contract;
- c. Collect data to assist the assigned registered nurse in creating or modifying Individuals' Service Plan;
- d. Participate in monthly Interdisciplinary team meetings and report back to the Registered Nurse regarding any changes to the service plan can be considered;
- e. Provide other Nursing Services as allowed by their license; and
- f. Update Nursing Plans only for conditions and services that have been assessed by a Registered Nurse and the Nursing Plan specifies the LPN role.

15. Resident Care Coordinator

Contractor will provide 1 FTE Resident Care Coordinators. Persons in this position shall be credentialed as a Licensed Practical Nurse and have the responsibility to ensure the quality care of all Individuals under the Contract, through daily implementation of the established processes, documentation and resident care coordination. This includes oversight of direct care and medication tech tasks, auditing of order processing, incident reports, alert charting and physician and responsible party communication. This staff serves as both an administrative and clinical support role, reporting to the Director of Health Services. Resident Care Coordinators will:

- a. Participating in service plan meetings;
- b. Providing nursing care as directed by the RN;
- c. Assist with the screening of prospective Individuals to determine if their needs can be met under this Contract
- d. Ensure implementation of record keeping with outside providers, including Home Health and Hospice, and ensure they are communicating around their visits;

- e. Order entry and medication reviews;
- f. Training of med techs and caregivers around treatments and medication administration;
- g. Assist Program Director with the tracking and investigations of Incident Reports;
- h. Coordinates with the Milieu Counselor in behavior management;
- i. Gather pertinent information on the care needs of Individuals prior to the SPT meeting and then present any recommended changes to the SPT;
- j. Implement interim Service Plans as care needs change and assuring all health service staff are aware of the changes as directed by the assigned registered nurse; and
- k. Be responsible for ordering any durable medical equipment and obtaining all necessary orders.

16. QA & Training Specialist

Contractor will provide 16 hours per month Quality Assurance of a registered nurse Nurse position to ensure the terms of this contract are carried out appropriately for the residents served under this Contract. Person in this position must have experience with utilization review and nursing oversight. Contractor's Quality Assurance Nurse is responsible for evaluating nursing practices to help maximize efficiency and optimize resident care. Duties include program audits to ensure adherence to state licensing and regulatory requirements, involvement in implementation of policy revisions, training of facility nurses on any programmatic changes and Electronic Medical Record reviews. Program audits may be done onsite or remote by telephone during scheduled meetings and through electronic medical record reviews.

17. General Health Service

Contractor will, through its Program Director, licensed nursing staff, or Resident 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.

18. Training

Contractor will 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 Oregon Administrative Rules Chapter 411, Division 054 for Contractor's licensure. Training must be focused on topics and/or issues that pertain to the Target Group. In-service training events will have an identified trainer, clear objectives and learning goals for participants and not be simply discussion based. At least 50% of the training will be completed in a classroom setting or interactive web-based curriculum such as live webinars.
- d. Milieu Counselor must meet the continuing education requirements outlined in OAR 411-046-0210 and training regarding motivational interviewing techniques.
- e. Contractor will ensure all required training activities are documented and verifiable to include dates, topics, attendees and presenters.

19. Contract Review

- a. Contractor will participate in a contract review initiated by ODHS 90 days post-contract execution and again annually thereafter.
- b. Contractor will 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.

20. **Specifications or Performance Standards.** ODHS requires that Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. As consideration for the services provided by Contractor during the period specified in Section 1., **Effective Date and Duration**, of this Contract, ODHS will pay to Contractor, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Contract, to be paid as follows:
- (1) For the time period of February 1, 2024, through June 30, 2024, ODHS will pay to the Contractor \$16,193.00 prorated per month for no more than 25 Individuals at any one time during the term of this Contract; and
 - (2) For the time period of July 1, 2024, through the end of the Contract, ODHS will pay Contractor \$17,002.00 prorated per month for no more than 25 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.(2) 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, provided the Contractor provides services to at least one Individual referred by ODHS. Contractor will further 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 will 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 provided under this Contract.

- e. Maintenance costs include rent, utilities, and food (room and board) and are not payable under this Contract. Payment for maintenance costs and any other special needs are the responsibility of each Individual outside of this Contract.
- f. Regardless of facility location, ODHS is under no obligation to make payment to buyer or lessee of the facility until buyer or lessee has received a license and a Contract from ODHS.
- g. If Contractor's license is terminated for any reasons, ODHS will continue payment for Contractor's services for no more than 30 days following any termination.

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