



**Contract Number 182386**

**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

**Harmony Living, Inc.**  
**Mailing Address: 7001 SE Topper Drive, Vancouver, WA 98683**  
**Service Address: 1535 SW Shirley Ann Drive, McMinnville, OR 97128**  
**Attention: Pooneh Gray**  
**Telephone: 503.309.6202**  
**E-mail address: [pentezari@aol.com](mailto:pentezari@aol.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](mailto:melissa.g.taber@odhs.oregon.gov)**

**1. Effective Date and Duration.** This Contract shall become effective on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **March 1, 2024** provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **February 28, 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 **\$6,788,352.00**. 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

**EXHIBIT A**  
Part 1  
**Statement of Work**  
**Residential Care Facility**

**Contract Type:** Enhanced Care Services Specific Needs Contract

**Contract Capacity:** Not to exceed 16 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; Health Systems Division: Behavioral Health Services Oregon Administrative Rules Chapter 309, Division 019 and all other applicable state and federal laws.

**Harmony Living, Inc.**  
**1535 SW Shirley Ann Drive**  
**McMinnville, Oregon 97128**

**1. Definitions**

- a. **“Activities of Daily Living” or “ADL”** means those personal and functional activities required by an Individual for continued well-being, health, and safety. Activities consist of eating, dressing, grooming, bathing, personal hygiene, mobility (ambulation and transfer), elimination (toileting, bowel, and bladder management), cognition, and behavior.
- b. **“Activity Plan”** means the plan that is developed for each Individual based on their activity assessment. The plan should include strategies for how these activities can become part of the Individual’s daily routines.
- c. **“Area Agency on Aging” or “AAA”** means the ODHS designated agency charged with the responsibility to provide a comprehensive and coordinated system of services to older adults or Individuals with disabilities in a planning and service area. For purposes of this Contract, the term Area Agency on Aging is inclusive of both Type A and Type B Area Agencies on Aging as defined in ORS 410.040 and described in ORS 410.210 to 410.300.
- d. **“Behavioral Health Treatment”** means treatment for mental health, substance use disorders, and problem gambling as referenced in OAR 309-019-0105 (22).
- e. **“Behavior Support Plan”** means the individualized proactive support strategies used to support positive behaviors as referenced in OAR 309-019-0105 (23).
- f. **“Community Mental Health Program (CMHP)”** means an entity that is responsible for planning and delivery of safety net services for persons with mental or emotional disturbances, drug abuse problems, and alcoholism and alcohol abuse in a specific geographic area of the state under a contract with the

Division or a local mental health authority and pursuant to Oregon Administrative Rules Chapter 309, Division 014.

- g. **“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.
- h. **“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 referenced in OAR 309-019-0105 (64).
- i. **“Individual”** means the ODHS Consumer or Resident who meets the Target Group definition and receives Services under this Contract. “Individual” and “Resident” are both interchangeable terms.
- j. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- k. **“Inter-Disciplinary Team” or “IDT”** means a group of program staff that have primary responsibility for the development of a Services Plan for an individual receiving services as referenced in OAR 309-019-0105 (86).
- l. **“Licensed Medical Practitioner (LMP)”** means, per OAR 309-019-0105 (92), 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 medical exam, a mental health assessment and provide medication management.
- m. **“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.
- n. **“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.
- o. **“ODHS”** means Oregon Department of Human Services.

- p. **“ODHS Designee”** means the ODHS or AAA Case Manager or Diversion/Transition Coordinator primarily responsible for coordinating the Individual’s services.
- q. **“On-Call”** means available to participate in discussion or for inquiries, even when not present at the service location.
- r. **“On-Site”** means at the specific service location.
- s. **“Qualified Mental Health Professional (QMHP)”** means, per OAR 309-019-0105 (131), mental health program staff, LMP or any other program staff meeting the minimum qualifications as authorized by the Local Mental Health Authority (LMHA) or designee and specified in OAR 309-019-0125.
- t. **“RN”** means Registered Nurse.
- u. **“Service Plan”** means the written, individualized plan for services, reflecting the Individual’s capabilities, choices, and if applicable, measurable goals, and managed risk issues. The Service Plan defines the division of responsibility in the implementation of the services, as well as when and how often care and services shall be provided.
- v. **“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.
- w. **“Target Group”** means any group of Individuals who meet all of the following documented criteria prior to admission and have received approval for the referral from the Contract Administrator and/or Oregon Health Authority, Enhanced Care Services designee:
  - (1) Eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411, Division 015; Individuals who are covered by 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 create a barrier to securing standard placements, or recent discharge from the Oregon State Hospital or acute psychiatric hospitals;
  - (3) Documentation of a diagnosis of Serious Mental Illness;
  - (4) Within the last six months has documentation 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) 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) Frequent self-harm behaviors or threat of self-harm; or
  - (h) Psychiatric symptoms requiring intensive supervision.
- x. **“Transition Planning”** means documented assessment and planning activities resulting in sound admission and transition plans, coordinated and developed by Contractor and CMHP prior to Individual’s placement with Contractor.

**2. Contractor’s Services**

- a. Contractor shall perform all Services in accordance with Residential Care and Assisted Living Facilities Oregon Administrative Rules Chapter 411, Division 054 and all applicable state and federal laws.
- b. 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. Mental Health Services Coordination**

Contractor is responsible for supporting delivery of Services provided under this Contract in coordination with CMHP staff, whose primary responsibility is to provide Behavioral Health services under Enhanced Care Services pursuant to OAR 309-019-0155.

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

#### **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 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.

#### **5. Referral and Admission Process**

- a. Contract Administrator has sole and final approval authority over all Contract admissions.
- b. Contractor and CMHP shall jointly screen all referrals in a manner defined in the Memorandum of Understanding. Screenings shall occur within 10 business days of receiving the referral packet.
- c. Contractor and CMHP shall jointly review the screening results and all service planning information, coming to a mutual decision within 21 business days of initial referral.
- d. Contractor and CMHP shall jointly submit a written screening outcome to the Contract Administrator. Such written documentation shall indicate acceptance or denial with specific barriers detailed.
- e. The Contractor and the ODHS Designee shall mutually determine the targeted admission date and notify the Contract Administrator.
- f. Contractor shall engage in assessment and planning activities prior to Individual's admission, 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.
- g. In the event that Contractor and CMHP cannot come to a mutual decision regarding acceptance or denial, methods of deliberation shall be outlined in the Memorandum of Understanding and Contract Administrator notified.
- h. 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.
- i. Contractor agrees to reserve 16 beds for consumers eligible for Medicaid Long-Term Care Services pursuant to Oregon Administrative Rules Chapter 411, Division 015 rules. The Contract Administrator must 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 for admission of Individuals not eligible for Medicaid Long-Term care will not obligate ODHS to fund these admissions.

## **6. 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 prior to the issuance of an Involuntary Move-Out notice. In the absence of the Contract Administrator, it is appropriate for the Contractor to consult solely with the ODHS Designee.
- c. Contractor shall provide the Contract Administrator and ODHS Designee with a copy of the approved 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 Plan, Behavioral Health Treatment Plan and related services provided by CMHP are attached to and aligned with the Service Plan.
- b. Identify 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 receive an orientation to CMHP written crisis protocols, including general and individualized plans, as well as ensuring CMHP staff are trained on Contractor's Policies and Procedures.
- 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. Service Planning**

Contractor shall designate an administrative employee whose position description includes shared responsibility with the QMHP for scheduling, facilitating, coordinating, overseeing and documenting the monthly IDT meetings and quarterly Service Planning meetings. The IDT meetings shall:

- 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 service planning functions are expected to be integrated into these monthly IDT meetings.
- c. Define timeframes and protocols for assessments and comprehensive Service Plan and Behavior Plan development as specified in the Memorandum of Understanding between Contractor and CMHP.
- d. Review Individual-specific medical or behavioral status, critical incidents, Behavior Plans, including interventions in any related plans carried out by Contractors staff and CMHP employees, and other clinical and Residential Care Facility operational issues, including any necessary staffing changes required to promote resident safety and stability, at least monthly or more frequently if the Individual's health or behavior deteriorates. Updates to the Service Plan and all attached component plans must be done quarterly.
- e. Ensure the Service 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.
- f. Review each Individual's response to scheduled and unscheduled medications prescribed for management of psychiatric or behavioral symptoms with the LMP.
- g. Document participation and attendance in the monthly IDT and quarterly 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.
- h. Implement policies and procedures for communicating and documenting Behavior Plan and Service Plan changes to Contractor's direct care staff in a timely manner. Review of the Service Plan by Contractor's staff must be documented.
- i. Designate a member of the SPT 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 by Contractor.
- j. 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.
- k. 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.

## **9. 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 Individuals' care needs will be met until full Contract compliance is achieved. Contractor shall ensure:

- a. Position descriptions, hiring and orientation of non-direct care staff must include input from CMHP;
- 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 upon request; and

### **Direct Care Staff:**

Contractor shall provide a minimum ratio of 1 direct care staff for every 6 residents, with a total of three (3) direct care staff at full capacity on day and evening shifts. On night shift, Contractor shall provide a minimum ratio of 1 staff for every 8 residents, with a total of two (2) direct care staff at full capacity. Contractor shall add staffing when it is warranted by Individual acuity.

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

### **Administrator/ Program Director:**

In addition to the requirements of Oregon Administrative Rules Chapter 411, Division 054 regarding facility Administrator, Contractor shall provide the program .5 FTE Program Director. Staff in this position shall have experience with operational aspects of running a residential care program for people in the Target Population, supervising direct care staff and understand quality assurance procedures.

### **Social Services:**

Contractor shall provide .5 FTE for provision of Social Services. With direction from the IDT, this employee shall provide the following services:

- a. Assist in development of admission and transition plans to ensure Individuals have needed medical supports.

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

**Activity Coordinator:**

Contractor shall provide .5 FTE Activity Coordinator. The Activity Coordinator shall ensure direct care staff are trained on individualized Activity Plans, and that Individuals can participate in activities seven days a week, even if the Activity Coordinator is not On-site or available. Coordination between the Activity Coordinator and CMHP staff must be addressed in the Memorandum of Understanding. Activity Coordinator must develop, oversee and provide activities required under Oregon Administrative Rules Chapter 411, Division 054 rules and as described in this Contract. Contractor's Activity Coordinator 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) Physical abilities and limitations;
  - (5) Desire for activities in the community, including any accommodations required to participate in those activities; and
  - (6) Identification of activities needs to supplement the Individual's Behavior Plan.
- b. Develop an Activity Plan for each individual within 15 days of admission, based on the activity evaluation. The resulting Activity Plan Activities shall meet the preferences of each Individual and include scheduled or planned, as well as spontaneous activities, and which are collaborative and support the Behavior Plan. Activities shall be available on day and evening shifts, seven days per week. Activities may include but are not limited to:
  - (1) Spontaneous activities for enjoyment or those that may help diffuse a behavior;
  - (2) Activities that promote a sense of purpose;

- (3) One-to-one activities that encourage positive relationships between Individuals and staff (e.g. life story, reminiscing, music);
  - (4) Spiritual, creative, and intellectual activities;
  - (5) Sensory stimulation activities;
  - (6) Physical activities that enhance or maintain an Individual 's ability to ambulate or move; and
  - (7) Outdoor activities.
- c. Activity plans must include community engagement, unless the Individual's condition prohibits these activities, or the Individual does not wish to partake in these activities;
  - d. Review Activity Plans on a monthly basis and update quarterly; and
  - e. Provide training needed to direct care staff to implement current Activity Plans.

**Nursing:**

Contractor shall, in addition to nursing requirements of Oregon Administrative Rules Chapter 411, Division 054, provide a minimum of 1.5 Registered Nurse with current, unencumbered Oregon licensure. Licensed nursing must be available continuously On-Call. Contractor's RN, within the scope of their license, 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. Provide focused assessments per Oregon Administrative Rules Chapter 851, Division 045 to assist with development of initial Service Plan, admits, discharge, MARS, TARS and implementation of Individual Nursing Service Plans.
- c. Ensure that Individuals receive a Nursing Service Plan that is pursuant to the Service Plan.
- d. Participation in monthly IDT meetings.
- e. Review each Nursing Service Plan monthly or more frequently if the Individual experiences a significant change of condition and update quarterly.
- f. Coordinate Individual ancillary health care and lab services.
- g. Provide or ensure that each direct care staff has the training needed to support Individuals' Nursing Plans.
- h. Ensure delegation, teaching and documentation of tasks of nursing care as regulated by Oregon Administrative Rules Chapter 851, Division 047 rules.
- i. Provide a review of Contractor's pharmacy and medication system and ensure Chapter 851, Division 047 rules compliance regarding the teaching of medication administration.

- j. Provide nursing services to Individuals who require nursing services, and the task cannot be delegated to caregivers, until such time as the Contractor can arrange to have the nursing need provided by Hospice, Home Health, a licensed health care provider or until the Individual is moved to an alternative placement which can provide the required service.

## **10. General Health Service**

Contractor shall, through its Administrator and licensed nurses, 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, including coordination with addiction services as needed.
- c. Transportation coordination for local, non-emergent health care services, community activities or in support of interventions identified in the Service Plan; and
- d. 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 Service Plan is exchanged.

## **11. Training**

Contractor shall ensure CMHP staff receive an orientation to the Contractor's policies and procedures. Topics and timeframes for this orientation must be defined in the Memorandum of Understanding.

In addition, the following training requirements must be completed for Contractor's staff:

- (1) In addition to the training standards and hours required by Oregon Administrative Rules Chapter 411, Division 054, staff shall receive 12 hours per year of in-service training on clinical and care giving practices relevant to the Individuals served. Hours spent on Individual-specific teaching needed for Service Plan implementation or training on regulatory, administrative, or general safety issues, such as infection control or fire safety, will not count towards the annual training hours required under this Contract.
- (2) Contractor's direct care staff must receive training related to each Individual's Service Plan, including all needed nursing, activity, and behavioral interventions. Contractor's direct care staff must be trained so the Individual's independence, choice, preferences, and ability to self-direct care is maximized.
- (3) Verification of completed staff training with dates, hours, topics and presenters noted shall be submitted to Contract Administrator annually, or more frequently, as requested by the Department.

- (4) Contractor will ensure all CMHP staff receive training on the Contractor's general policies and procedures, program operating policies and procedures, and all Service Plans and protocols specific to the Individuals.

## **12. Physical Environment**

Contractor shall ensure that Individuals who must be restricted from unsupervised community access due to legal, health or safety considerations have this restriction described in their Service Plan. The IDT will work with the ODHS Designee to develop an Individually Based Limitation, as defined in OAR 411-054-0038.

## **13. Contract Compliance**

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

Contractor agrees to participate in a contract program review initiated by ODHS 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 service 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. As Consideration for the services provided by the Contractor during the period specified in Section 1. Effective Date and Duration, of this Contract, ODHS will pay to the 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 **March 1, 2024** through **June 30, 2024**, ODHS will pay to the Contractor **\$16,836.00** prorated per month per Individual for no more than 16 Individuals at any one time during the term of this Contract.
- (2) For the time period of **July 1, 2024** through **February 28, 2026**, ODHS will pay to the Contractor **\$17,678.00** prorated per month per Individual for no more than 16 Individuals at any one time during the term of this Contract.
- b. To provide a buffer for potential future rate increases, the maximum payable to Contractor under this Contract, shown in section 3.a “Consideration”, is calculated using the highest monthly rate shown in Section 1.a. above. Regardless, any changes to the monthly rates listed in Section 1. “Payment Provisions” above must be done through a Contract Amendment.
- c. 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 will 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 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 will not reimburse Contractor for any travel or additional expenses under this Contract.