



Contract Number 163248

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

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

**Windsor Place, Inc.
Attn: Susan Hunter
3009 Windsor Ave NE
Salem, OR 97301
Telephone: 503-581-0393
E-mail address: susanh@windsorplacesalem.org**

hereinafter referred to as “Contractor.”

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

**Aging and People with Disabilities
Central Delivery Supports Unit
500 Summer Street NE
Salem, Oregon 97301
Contract Administrator: Marcus Schwarz or delegate
Telephone: 503.949.6951
E-mail address: marcus.a.schwarz@state.or.us**

1. Effective Date and Duration.

This Contract, when fully executed by every party, shall be effective on the later of:
(i) **April 1, 2020** or, (ii) when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed by all other parties. Unless extended

or terminated earlier in accordance with its terms, this Contract shall expire on **March 31, 2022**. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., “Contract Documents”, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, B, A, and C.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$2,732,580.00**. DHS 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. Interim 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. DHS will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by DHS 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, DHS’ 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

Adult Foster Home Specific Needs Services – TBI

Services shall be provided at the following Adult Foster Homes:

Regency House
3009 Windsor Avenue NE
Salem, Oregon 97301

Windsor House
3001 Windsor Avenue NE
Salem, Oregon 97301

Mason House
3005 Windsor Avenue NE
Salem, Oregon 97301

1. INTRODUCTION

Contractor owns and operates the Adult Foster Homes identified above. Exhibit A describes Contractor's services and associated obligations for Contractor's treatment of Medicaid-Eligible Individuals who are authorized to receive services at Contractor's Adult Foster Homes ("Work"). Exhibit A also describes DHS' payment obligations for Contractor's Work. Contractor shall perform the Work as described in Exhibit A and shall comply with all other duties and obligations described in this Contract.

2. DEFINITIONS.

In addition to all terms defined in the Contract, the definitions in OAR 411-049-0102 apply to and are incorporated into this Contract. If a conflict exists between any terms defined in this Contract and the terms defined in OAR 411-049-0102, the terms defined in OAR 411-049-0102 shall take precedence.

- 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 a person-centered list of specific private, group and community activities that is developed for each Consumer based on their activity evaluation. The plan must identify meaningful activities that promote or help sustain the physical and emotional well-being of each Consumer and which reflects the Consumers' activity preferences and needs.
- c. **"Area Agency on Aging" or "AAA"** means the DHS 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 available and responsible to meet Activities of Daily Living of a Consumer that are required during a specified period.
- e. **“Awake”** means to be active and alert.
- f. **“Behavior Support Plan”** means a written document that describes person-centered strategies which are designed to replace challenging behaviors with functional, positive behaviors. The strategies address environmental, social, and physical factors that affect the behavior(s). The plan must include interventions for caregivers to help them de-escalate, reduce, or tolerate the challenging behavior(s).
- g. **“Care Plan”** means the Contractor’s written description of a Consumer’s needs, preferences, and capabilities, including by whom, when, and how often care and services shall be provided.
- h. **“Care Planning Team”** refers to a team made up of the following persons: Diversion/Transition Coordinator, Contractor’s Registered Nurse (RN), the Consumer and/or the Consumer’s designated representative, and the Contractor. The Diversion/Transition Coordinator, the Consumer and/or the Consumer’s designated representative, or the Contractor, may expand the list of invitees as deemed necessary to include other parties; however, these additional parties are not mandated to attend under this Contract. Attendance may be done in person or by phone.
- i. **“Case Manager” or “CM” and “Diversion/Transition Coordinator” or “D/T”** means the State or AAA worker who is responsible for authorizing the Individual’s benefits, participating on the Consumer’s service planning team and submitting rate adjustment requests. This person is the DHS liaison between the Consumer, their family, legal representative, nursing facility social worker, and Contractor for all screening, admission, and eligibility functions under this Contract.
- j. **“Consumer,” “Individual,” or “Client”** means an individual being served under this Contract, in a licensed Adult Foster Home, who meets the Target Group.
- k. **“Community Attendants”** means the direct care staff or other employees who escort and assist a Consumer with their ADL, IADL, communication, health and safety needs while they are engaging in activities outside of the residence. Family or natural supports can provide this function on behalf of the Contractor if they have necessary legal authority or Consumer’s permission.
- l. **“Community Based Care”** means licensed facilities settings which include assisted living facilities, residential care facilities, memory care communities, and Adult Foster Homes.

- m. **“DHS Designee”** refers to the staff person identified and authorized by the Referring Agency as the employee primarily responsible for coordinating the Consumer’s care with the Contractor, Case Manager, or the Diversion/Transition Coordinator.
- n. **“Instrumental Activities of Daily Living” or “IADL”** mean those activities, other than activities of daily living, required to continue independent living.
- o. **“Majority”** means fifty percent or above of the licensed capacity of the service location.
- p. **“Nursing Service Plan”** means the plan that is developed by the Registered Nurse (“RN”) based on a Consumer’s initial nursing assessment, reassessment, or updates made to a nursing assessment as a result of monitoring visits.
- q. **“On-Call”** means Available to participate in discussion or for inquires, even when not present at the service location.
- r. **“On-Site”** means on or at the specific service location of the Adult Foster Home.
- s. **“Person-Centered Care”** means the process based on a set of principles of supporting a Consumer to direct their own care through developing a plan rooted in what is important to the Consumer while considering all the factors that impact the Consumer’s life. Person Centered Care promotes a positive relationship between the Consumer and staff which is accomplished by staff being knowledgeable about the Consumer’s life story, routines, and habits, and incorporating that information into the Consumer’s daily care and activities.
- t. **“Referring Agency”** means either the Department of Human Services (“DHS”) or an Area Agency on Aging (“AAA”).
- u. **“Rehabilitation Plan”** means a plan created by a licensed therapist to assist a Consumer with increasing, maintaining, or developing mobility, cognitive or physical abilities or skills.
- v. **“Specific Needs Services”** refers to the specific needs’ settings contracts identified in OAR 411-027-0075(4). Programs with Specific Needs Services contracts provide specialized services designed to meet the needs of Individuals in a specific Target Group which requires more than the minimum scope of services of this Contractor.
- w. **“Target Group”** (for purposes of this Contract) means individuals with a physical disability or a behavior disorder that are the result of a brain injury, progressive neurological disease, or cognitive disorder. For Target Group individuals to be admitted to this Adult Foster Home, they must meet the following admission criteria:
 - (1) Currently be residing in a nursing facility or being diverted from nursing facility placement; and
 - (2) Eligible for Medicaid Long-Term Care Services per OAR 411-015, at the time of admission; and

- (3) Have a brain injury, progressive neurological disease, or cognitive disorder that has potential for rehabilitation; and;
- (4) Must have an active Rehabilitation Plan that has been developed in the past year by a licensed therapist; and
- (5) On a daily basis, requires more than one direct care staff for cognition, mobility, transfer, or toileting.

3. Services to be Provided

- a. Contractor shall perform all Work and operate its Adult Foster Home in accordance with DHS' Adult Foster Home Administrative Rules OAR 411-049 through 411-052 and all applicable federal laws.
- b. Contractor shall designate a staff person as Contractor's primary contact for communications between Contractor and DHS.
- c. Contractor shall notify the DHS Designee who is responsible for coordinating the Medicaid Eligible Individual's care of all issues, including any absence of any Medicaid-Eligible Individual from the Adult Foster Home which may affect Contractor's Work or payment for Contractor's Work.
- d. Disclosure of Information. Contractor shall not disclose any information to third parties concerning Medicaid-Eligible Individuals under this Contract except with prior written consent of the DHS, or if DHS is not the Medicaid-Eligible Individual's guardian, with written consent of the Medicaid-Eligible Individual, the Medicaid-Eligible Individual's legal guardian, or other person acting with power of attorney for the Medicaid-Eligible Individual, and in compliance with all applicable state and federal law requirements.

4. Eligibility, Admission, and Discharge Process.

- a. All persons eligible for Specific Needs Services must be eligible for DHS services under the current funding Service Priority levels in OAR 411-015-0000 through 411-015-0100.
- b. All referrals for Specific Needs Services will be screened and approved by the DHS/AAA Case Manager prior to admission and must meet the Target Group definition.
- c. Contractor shall ensure that the Care Planning Team has been convened in a timely manner and has documented attempts to provide supports needed to maintain the Individual's placement in the home. If the Individual's needs cannot be addressed or if the Individual wants to move voluntarily, then the Care Planning Team must develop a discharge or transition plan to support the Individual. Documentation of Care Planning Team efforts must be completed prior to any move out notice required under licensing rules.
- d. Individuals approved for admission under this Contract do not have to be discharged if they no longer meet Target Group criteria. As long as they continue

to receive comparable services, they may remain in the home at the Specific Needs contracted rate under this Contract.

- e. Involuntary moves, transfers, and discharges must be in accordance with DHS' Adult Foster Homes Administrative Rule OAR Chapter 411, Division 50. No Specific Needs Individual may be discharged from the facility without the prior review and approval by the local DHS/AAA Case Manager.

5. Staffing. Contractor must provide the following staffing:

- a. Direct Care Staffing: Staffing levels must comply with the licensing rules of the facility, OAR 411-050-0730, and be sufficient to meet the scheduled and unscheduled needs of the Individuals. Staffing levels during nighttime hours shall be based on the sleep patterns and needs of the Individuals and, at a minimum, provide the following:
 - (1) Day Shift at Regency, Windsor, and Mason there must be a minimum of 2 qualified direct care staff who have been trained in accordance with paragraph Section (8) "Staff Training," below, providing direct care services for Individuals being served under this Contract.
 - (2) Evening Shift at Regency, there must be a minimum of 2 qualified direct care staff except between the hours of 9:00 p.m. and 11:00 p.m. when there must be a minimum of 1 qualified direct care staff. Mason and Windsor there must be a minimum of 1 qualified direct care staff. All staff must be trained in accordance with paragraph Section (8) "Staff Training," below, providing direct care services for Individuals being served under this Contract.
 - (3) Night shift at Regency, Windsor, and Mason, which is defined as an 8-hour block of time within a 24-hour period, must have a minimum of 1 qualified direct care staff On-Site who have been trained in accordance with Section (8) "Staff Training," of this Contract.
- b. Nursing: A contracted Oregon-licensed Registered Nurse must be On Site at Regency, Windsor, or Mason for a combined minimum amount of 22 hours each month and available 24 hours per day/7 days per week for consultation. The Registered Nurse must provide the following services:
 - (1) Health care assessment and periodic monitoring of Individuals as appropriate;
 - (2) Intermittent nursing services for an Individual whose medical needs are stable and predictable and coordination of nursing care when an Individual's medical condition is complex or unstable but manageable in the facility;
 - (3) Assignment of basic nursing tasks;
 - (4) Health care teaching and counseling;
 - (5) Coordination of the provision of health care services with outside providers; and

- (6) Delegation of special tasks of nursing in accordance with the Oregon State Board of Nursing Administrative Rules, Chapter 851, Division 47.
 - c. Occupational Therapy Assistant or other qualified therapeutic/recreational director will develop and implement therapy/activity program On Site 20 hours each calendar week for each Individual who meets the Target Group criteria. This staff person shall be supported by a licensed Occupational Therapy consultant.
- 6. Care Planning Team.** Contractor is responsible for scheduling and facilitating Care Planning Team meetings quarterly to develop and update Care Plans based on the Consumer's assessment in accordance with the facility's licensure rules. In addition, the Care Planning Team shall:
- a. Include in the Care Plan meeting the Consumer and/or legal representative, DHS/AAA designated Case Manager, a nurse/or the primary care physician, direct care staff, the administrator or designee and others important to the Consumer's Care Plan. Those who are unable to attend will receive copies of the updated Care Plans to review.
 - b. Document circumstances if the Consumer refuses participation or if his/her presence at meetings is contraindicated.
 - c. Designate a member of the Care Planning Team to review the Care Plan and treatment goals with the Consumer in a manner the Consumer can understand. The Consumer's response to the Care Plan must be documented.
 - d. Coordinate all nursing, medical, and ancillary services. The Care Planning Team must arrange for safe transportation to all health care visits outside the facility for Consumers who are unable to communicate their needs to a provider, or who may need physical assistance during the visit. Appropriate documentation must accompany all Consumers on medical visits outside the home. There must be documentation in the Consumer's record of all medical visits outside the home.
 - e. Develop behavioral Care Plans as needed by the Consumer that include individualized services that are reviewed and updated on a monthly basis with direct care staff. Consumer response to behavioral interventions and alterations to the Care Plan must be documented at each review.
 - f. Review each Consumer's Care Plan with direct care workers at least once each calendar month. Documentation of the review must list the participants and any changes made to the Care Plan.
- 7. Adjunct Services.** Contractor shall arrange for or provide services directed at maintaining current health status or increasing independence for the Consumer. Services are to be based on individual Consumer need and may include but are not limited to:
- a. Restorative Therapies: physical, occupational, and speech and language therapy as needed by the Consumer. If the Care Planning Team is in agreement and a physician's order is signed, Contractor shall request these services directly from a qualified provider. The Case Manager will assist in the process and if unable to obtain the services through Medicaid, can help pursue other resources. Restorative therapies are to be provided by staff following a restorative program developed

and taught by a licensed therapist.

- b. Recreational therapy - Provide or arrange for activities which are based on Consumer preference such as in-house events, projects, and community outings. Group and/or individual recreational or therapeutic activities coordinated and offered by the Contractor will be available for a minimum of 6 hours each day (including evenings and weekends) and will utilize a person-centered approach. If a Consumer is unable to participate in group activities, an individualized activities plan will be developed, documented and implemented to meet the Consumer's preference and needs.
- c. Each Consumer must be evaluated for activities according to the licensing rules of the facility Evaluations must address the following:
 - (1) Past and current interests;
 - (2) Current abilities and skills;
 - (3) Emotional and social needs and patterns;
 - (4) Physical abilities and limitations;
 - (5) Adaptations necessary for the Consumer to participate; and
 - (6) If needed, identification of activities to supplement the Consumer's Behavior Support Plan.
- d. The Contractor or the Activity Director shall develop an individualized Activity Plan based on the Evaluation.

The Activity Plan must include structured and non-structured activities which meet the preferences of each Consumer and are available on day and evening shifts, seven days per week. Activities may include but are not limited to:

- (1) Occupation or chore related tasks;
 - (2) Scheduled and planned events (e.g. entertainment, outings);
 - (3) Spontaneous activities for enjoyment or those that may help diffuse a behavior;
 - (4) One to one activities that encourage positive relationships between Consumers and staff (e.g. life story, reminiscing, music);
 - (5) Spiritual, creative, and intellectual activities;
 - (6) Sensory stimulation activities;
 - (7) Physical activities that enhance or maintain a Consumer's ability to ambulate or move; and
 - (8) Outdoor activities.
- e. Activity Plans must be reviewed, documented, and updated on a quarterly basis.
 - f. Direct care staff must receive training as needed to implement current Activity Plans.
 - g. Staff designated to develop or implement Activity Plans shall document time spent on activities under this Contract with each Consumer in the Consumer's file and have this documentation available to DHS upon request.

- 8. **Staff Training.** In addition to training required by licensure, all persons who work in the home must receive two hours of in-service training per month, provided or arranged by

the home. Topics may include but are not limited to: communication skills, brain injury, physical, occupational, and recreational therapy, behavioral accommodations including management of aggressive behaviors, person-centered planning, mental health, and health care related issues.

9. **Confidentiality.** A HIPAA compliant release of information must be signed by the Consumer or legal representative to ensure all members of the Care Planning Team have access to the information necessary to provide appropriate treatment.