

# Brain Rehab Network Statement of Work 8/2022

## Exhibit A, Part 1 Statement of Work #2

The services (“Work”), including the delivery schedule for such Work, is contained herein. Contractor will be required to perform the Work in accordance with the terms and conditions in this Contract.

For the purposes of this Statement of Work, “Consumers” shall have the same meaning as “Client” as defined in Exhibit A, Part 3, Special Provisions, Subsection 1.d of the Original Contract.

### **1. Purpose**

The purpose of providing Services to Consumers under this Contract is to assist the Consumers toward independent living. Contractor agrees to provide the services described in this Contract for ODHS referred Consumers. Contractor shall provide in-home support services for Consumers living in Contractor's residential program settings provided through the Specialized Living Program (SLP). These specialized living services shall be a coordinated effort toward meeting each Consumer’s needs based upon their person-centered service plan. Contractor shall provide the required services in accordance with this Contract and the In-Home Service Program described in Oregon Administrative Rules (OAR) 411, Division 030. All services shall be provided according to Oregon Administrative Rules 411-065-0000 through 411-065-0050. ODHS enters into this Contract in anticipation of requiring the Contractor’s services; however, ODHS makes no guarantee as to the number of Consumers who may be referred to the Contractor for services.

### **2. Service Address**

Services will be provided at:  
3754 SE Gladstone Street,  
Portland, Oregon 97202

### **3. Eligibility and Admission Criteria**

Specialized living services will be paid for by ODHS only for those Consumers for whom ODHS or delegated Area Agency on Aging (AAA) determines service is appropriate. To be eligible for services, Consumers must be:

- A. A current recipient of Title XIX Home and Community Based Waiver Services;
- B. An adult who is diagnosed with a severely disabling brain injury resulting from accident, illness, or disease;
- C. Unable to perform activities of daily living (ADL) without the assistance of an attendant;

- D. At risk of institutionalization because of physical and/or cognitive impairments or barriers;
- E. An adult who requires ADL assistance, social and restorative services upon discharge from an acute or long-term care facility; and
- F. Unable to function alone without being a hazard to themselves or others.

ODHS/AAA's Case Manager shall evaluate each Consumer's eligibility and establish a service plan. ODHS will have no financial responsibility for a Consumer placed at the specialized living facility until such time as a service plan has been developed, eligibility has been determined, and the placement and payment have been authorized by the Contract Administrator.

**4. In addition to fulfilling the Eligibility Criteria outlined above, the following Admission Criteria must also be satisfied:**

- A. The Consumer must be stabilized in his or her physical and emotional adjustment to disability, e.g. they must not be in the initial stages of medical treatment following trauma;
- B. The Consumer must be able to direct attendants in their own care;
- C. The Consumer must not require continuous nursing care;
- D. The Contractor's services for the Consumer must be determined appropriate by ODHS/AAA assessment; and
- E. The Consumer must meet other admission criteria established by mutual consent of the parties to this Contract.

**5. Referral and Admission**

Referrals shall be issued and follow the following processes:

- A. The Area Agency on Aging (AAA) or Aging and People with Disabilities (APD) office hereinafter referred as "Referring Agency" will assign a Medicaid case manager as a liaison to this SLP, hereinafter referred to as the "Liaison Case Manager".
- B. The Liaison Case Manager will evaluate Consumer's Medicaid service eligibility and establish the Medicaid service plan prior to admission.
- C. Referring Agency will refer a Consumer to Contractor for services only when it has been determined that:
  - 1) The Consumer meets all the requirements of eligibility and admission criteria; and
  - 2) The appropriate service supports, and planning can be carried out through Contractor's service setting.

Admission will be authorized only when:

- A. The Consumer meets the requirements of eligibility and admission criteria above in Section 3;
- B. Medical, social, and rehabilitation planning can be carried out through placement at this Contractor's service setting; and

- C. The Liaison Case Manager has submitted the Contractor Referral form to the Contract Administrator for final approval and all parties have been notified of the approval or denial.

Upon denial of admission, the Consumer or their representative will have the right to appeal within 30 days and provide any additional supporting documentation with the assistance of the Liaison Case Manager or the Contractor.

## **6. Pre-Admission Conference**

ODHS recognizes and respects the Contractor's responsibility to determine whether a Consumer meets the Contractor's admission requirements and is accepted into Contractor's program. Before placement of an eligible ODHS Consumer occurs, a conference with ODHS/AAA's Case Manager, the Contractor's staff, and the Consumer and/or Consumer's designated representative, will be arranged by ODHS/AAA and Contractor. The purpose of the conference is to discuss the Consumer's service plan and to:

- A. Establish the Contractor's role and responsibilities regarding the Consumer;
- B. Agree upon the Consumer's role and responsibilities, including the responsibility to apply Consumer's resources towards the cost of care;
- C. Establish the Liaison Case Manager's role and responsibilities;
- D. Confirm planning to meet the individual care needs of the Consumer; and
- E. Develop initial realistic goals and objectives for the Consumer.

Long Term Care Community Nursing Services, as defined in OAR Chapter 411, Division 48 rules and OAR 411-030-0050, may be authorized by the Liaison Case Manager and may become part of the Medicaid service plan.

## **7. Reassessment for residency at 3754 SE Gladstone, Portland, Oregon 97202**

ODHS Consumers must have strategies of internal processing of information in place to live in a less structured setting prior to placement in the community. Contractor shall assess the abilities of each Consumer prior to admission and reassess the abilities of each Consumer residing at 3754 SE Gladstone Street, Portland, Oregon 97202 within six months after admission. The purpose of this reassessment is to determine whether the Consumer shall be discharged back to a more structured facility, continue with the residency, or be discharged to the community. During this reassessment period, progression and level of need for the Consumer within the SLP will be evaluated to ensure the correct level of care and payment is being received as outlined in Exhibit A, Part 2 of this Contract. Placement at 3754 SE Gladstone Street, Portland, Oregon 97202 shall be limited to a maximum of 6 months for each Consumer unless prior authorized by ODHS.

## **8. Medicaid Person Center Service Plan Review**

A conference held in person will be arranged by the Contractor for review of the Consumer service plan and to make any necessary adjustment to achieve the goals and objectives outline in the Consumer's pre-admission conference. Participants of this conference should include, when

possible, the Liaison Case Manager, Contractor, the Consumer and Consumer's designated representative.

A. The purpose of the planning conference is to:

- 1) Reaffirm or adjust Contractor's roles and responsibilities regarding the Consumer;
- 2) Reaffirm or adjust the Consumer's roles and responsibilities, including the responsibility to apply Consumer's financial resources towards the cost of care;
- 3) Reaffirm or adjust the Liaison Case Manager's roles and responsibilities;
- 4) Discuss the formal complaint process;
- 5) Review the person-centered service plan and make any necessary adjustments.

This person-centered service plan, which is driven by the Consumer, means the written details of the supports, desired outcomes, activities, and resources required for the Consumer to achieve and maintain personal goals, health, and safety. The plan, which is formalized in writing by the Contractor, is written with input from all parties and approved by the Consumer. The Contractor must provide copies to the Consumer, Liaison Case Manager and any other party identified by the Consumer to be a representative;

- 6) Identify community services which may be important within the person-centered services plan such as medical, vocational, educational, and social services;
- 7) Discuss the services delivery model, as well as alternatives to the services provided by this Contractor;
- 8) Identify Consumer's ability to perform ADL and self-management tasks, ability to address health and safety concerns, and ability to direct Contractor's staff in meeting the Consumer's care needs.
- 9) Request an extension under the Contract should the Consumer reach their 6 months and require additional supports or request to convert the Consumer's placement to long term with the Contractor if agreed upon by all parties.

B. Person Center Service Plan Review shall be conducted by Contractor, with the Liaison Case Manager, and Consumer (collectively referred to as "Team"), assuring the Consumer's service plan continues to be appropriate. This review of the service plan must be completed at least every 6 months or as requested by this Team.

## **8. Termination of Consumer from Program**

A. Consumers may be terminated from the SLP if:

- 1) The Consumer's level of functioning improves to allow more independent living;
- 2) The Consumer's condition changes to the point where their service/medical needs can no longer be met;
- 3) The Consumer wishes to leave the SLP;
- 4) The Consumer does not contribute their share of costs;
- 5) The Contractor is not providing agreed upon services;
- 6) The Consumer does not participate in working toward planned goals;
- 7) The Consumer does not demonstrate any progress toward identified goals during a 6-month period;

- 8) The Consumer has observable behavior which is deemed to be detrimental to self or other participants, beyond the ability to be safely managed by Contractor's staff; or
  - 9) The Consumer, after due notice and consistent training efforts by staff, fails to consistently comply with Contractor's house rules.
- B. Termination procedures will include discussion between Liaison Case Manager, ODHS/AAA's program staff, Consumer (if feasible) and Contractor's staff/caregivers. The goal of the discussion will be to seek consultation from all parties to determine if the service is no longer appropriate or if it cannot meet the needs of the Consumer, and to identify alternative resources in the community if needed.
- C. A copy of the written termination notice confirming the date of termination will be sent directly to the Consumer by ODHS/AAA's Case Manager upon termination that the services are no longer appropriate. The date of termination, reason for termination, and recommendations for alternative community resources will be included in the notice.

## **9. Temporary Absence of Consumer from Contractor's Program**

Temporary absence, including periods of hospitalization or convalescence, of 7 days or less are not to be considered a reason for termination of Consumer from Contractor's SLP if the intent is to return the Consumer to the facility. Absences longer than a 7-day period must be prior approved by ODHS/AAA's Case Manager.

## **10. Responsibilities of Contractor**

Contractor agrees to:

- A. Provide the names and telephone numbers of Contractor's administrative staff to the appropriate ODHS and AAA offices;
- B. Provide space and opportunity for ODHS/AAA Case Manager to meet with Consumers in privacy;
- C. Notify appropriate ODHS/AAA office of the need for a joint case review when the Consumer's condition changes significantly enough to require a change in the frequency or type of services provided;
- D. Develop job descriptions for each staff person and provide training as appropriate for all staff;
- E. Provide documentation that the following conditions are met under delegating nursing tasks to attendants providing direct care to Consumer at Contractor's facility:
  - 1) The services are authorized by a physician;
  - 2) The attendant has received training from a registered nurse for the task delegated and can demonstrate the ability to perform the task safely; and
  - 3) The attendant has written direction from the registered nurse for performing the special tasks. Written directions include but are not limited to nursing care plans, nursing procedures manuals, and written assignment for attendant.

In addition to services required under pertinent Oregon Administrative Rules, Contractor 's provision of specialized living services shall also include, but not be limited to:

- A. Assistance with medications ordered by the Consumer's physician, including oxygen and injections;
- B. Assistance with therapy goals as prescribed by a therapist/physician;
- C. Assistance with assistive devices;
- D. Assistance with developing improvement of behavioral problems, cognitive deficiencies, and other disorders, including any necessary supervision;
- E. Assistance with food, nutrition, and diet, including preparation of meals;
- F. Assistance with non-skilled activities related to occupational, physical and speech therapy;
- G. Planned activities suited to the needs of the Consumer and designed to encourage physical exercise and to stimulate social interaction as part of the Consumer's service plan;
- H. Social services including intake assessment, Consumer's counseling, service plan monitoring, and service coordination;
- I. Social and emotional support; and
- J. Other necessary assistance, re-training and support with activities of daily living, and instrumental activities of daily living.

Contractor shall provide an active environment with one-one-one training and specialized support. The end result shall be monitored by verifying that all components have been met on a weekly or daily basis. This phase of the SLP focuses on built-in accountability, cognitive transfer, internal/external processing of information, initiation, follow through, problem solving and judgment. This phase also focuses on a system with reassurance and guidance without 24-hour control. Training and specialized supports are not limited to but shall, at a minimum, include the areas of need specifically outlined below.

Contractor shall help the Consumer choose a strategy that would be appropriate for independent living.

- A. Housekeeping, Laundry and Structured Living: Contractor shall assign staff to meet with the Consumer on a weekly basis to monitor the Consumer's ability to maintain a structured living setting and perform housekeeping and laundry tasks for themselves. All meetings shall be held in the Consumer's home as it would be if he or she were receiving support in the community. At the time of the meeting, cleaning and laundry shall be checked by evidence of it being done. Safety of the Consumer shall also be reviewed. Should any issues arise, Contractor shall evaluate and address them at that time.
- B. Food Preparation: Food preparation, grocery lists, and menu planning shall be addressed by Contractor's Budgeting Coordinator on a weekly basis. The Budget Coordinator shall assist the Consumer in; preparing a menu for each week, formulating a grocery list that is based on the menu, and verifying that subsequent receipts from shopping match the grocery list. The goal of services shall be to assess the Consumer's ability to control

impulse shopping as well as their ability to plan, initiate, and follow through with food preparation tasks.

- C. Medication Management: Contractor's staff shall meet with Consumer weekly to monitor all medication issues. At this meeting, the Consumer (when capable) shall fill the med cassette, the Contractor shall review the med sheet, and the Consumer shall order any necessary medication. These weekly meetings shall also be utilized to schedule any necessary medical appointments and complete the Physicians' Order Forms which shall be taken to all appointments. The Contractor's staff shall assist the Consumer in evaluating and addressing any medical issues that may arise with the focus being on problem solving on the part of the Consumer using compensatory strategies which are in place.
- D. Unscheduled Needs: Consumers may address unscheduled needs with the Contractor's daytime staff. If an emergency arises, a plan shall be in place for the support of the Consumer.
- E. Socialization: Plan of action, plan of evaluation, and socialization forms will be used to address the Consumer's plans for socializing in the community. Consumers shall meet with Contractor staff one-on-one for evaluation, counseling and emotional support.
- F. Budgeting Program: The budgeting plan shall be individually designed to meet the needs of each Consumer. The plan shall focus on Consumer deficits and the strategies necessary to help the Consumer succeed. This part of the Consumer's SLP is monitored one-on-one with the Budgeting Coordinator on a weekly basis.
- G. Vocational: Contractor shall monitor each Consumer's vocational status once per month by sending a form to the Consumer's employer. The Consumer's employer shall be instructed to send completed forms back to the Contractor. Any issues identified by the Contractor's vocational contact shall be evaluated with both the Consumer and employer. Contractor shall take appropriate action to resolve the problem. The Consumer may also bring issues to the Contractor's staff at any weekly meeting.

## **11. Contractor Agrees to**

- A. Support and supplement the Liaison Case Manager's efforts in planning and providing services to meet the needs of the Consumers;
- B. Schedule conferences as necessary with other health and social service agencies to evaluate mutual services to a Consumer and make any necessary modifications to the service plan; and
- C. Work together with the Consumer being served, the case manager, the facility staff, other resource persons, and other persons who have a significant relationship with the Consumer. Evaluate the service objectives and modify them as increased understanding of the Consumer is gained.

**Exhibit A, Part 2**  
**Payment and Financial Reporting #2**

For the purposes of this Payment and Financial Reporting, “Consumers” shall have the same meaning as “Client” as defined in Exhibit A, Part 3, Special Provisions, Subsection 1.d of the Original Contract.

**1. Payment Provisions.**

ODHS makes no guarantee as to the number of Consumers who may be referred to Contractor for services.

- A. Monthly service payment rates reflect the Consumer Assessment and Planning System (CAPS) eligibility determined by the Medicaid case manager according to the CAPS assessment tool and described in each Consumer’s Medicaid service plan. The CAPS documents the level of need and calculates the Consumers service priority level in accordance with OAR 411.015, calculates the monthly service payment rates, and accommodates Consumer participation in service planning.
- B. The Contractor will complete a comprehensive Functional Needs Assessment which will be completed in conjunction with the Medicaid CAPS assessment tool, representing consistent needs across both assessments. Any discrepancies should be adjudicated prior to services beginning. The result of the Functional Needs Assessment will provide scoring of the Consumers’ needs to identify a minimal to medium level of need. Scoring will range between 100-200.
- C. ODHS agrees to pay Contractor at the prorated monthly service rates per Consumer determined by ODHS as follows:
  - 1) Long term care/base rate;
    - a. \$7,500.00 prorated per month per Consumer
  - 2) 6-month rehabilitation rates;
    - a. Minimal level of care scoring 161-200 = \$9,000.00 per month per Consumer.
    - b. Medium level of care scoring 100-160 = \$12,000.00 per month per Consumer.
- D. Contractor has up to 30 days from the date of ODHS referral, to provide additional documentation to support a different rate of pay in the event there is a dispute over selected rate of pay.
- E. Rent, utilities, food and any other authorized special needs are the responsibility of each Consumer and are not separately reimbursable by ODHS as a part of this Contract.

**2. Travel and Other Expenses**

ODHS will not reimburse Contractor separately for any travel or additional expenses under this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK