



**Contract Number 169287**

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

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This is amendment number **4** to Contract Number **169287** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**,” and

**Rivera Mansions LLC  
dba Rivera Mansions  
2220 SE 174<sup>th</sup> Avenue  
Portland, OR 97233  
Attention: Andrei G. Amparo  
Telephone: 503-799-8680 or 503-544-0486  
E-mail address: [Andrei@riveramansions.com](mailto:Andrei@riveramansions.com)**

hereinafter referred to as “**Contractor**.”

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties’ signatures.
2. The Contract is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
  - a. **Section 1., “Effective Date and Duration.”** to read as follows:
    1. **Effective Date and Duration.** This Contract, when fully executed by every party, shall become effective on the date this Contract has been approved by the Department of Justice or on May 1, 2021, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on October 31, **2025**~~2023~~. 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.

- b. Section 3., “Consideration.”, subsection a. only**, to read as follows:
- a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$8,989,984.00~~ **\$17,630,816.00**. 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.
- c. Exhibit A, Part 2, “Payment and Financial Reporting”, Subsection 1.a. only**, to read as follows:
- a.** Considering all approved COVID-19 temporary rate increases to date, including the approved wage add-on increase, Contractor shall be paid as follows:
- (1) As consideration for the services provided by the Contractor for the time period of October 1, 2021, through June 30, 2022, unless otherwise amended, ODHS will pay to the Contractor:  
  
\$19,329.00 prorated per month per Individual for up to 16 Individuals at any one time during the term of the Contract.
  - (2) As consideration for the services provided by the Contractor for the time period of July 01, 2022, through the June 30, ~~2024~~2023, unless otherwise amended, ODHS will pay to the Contractor:  
  
\$21,262.00 prorated per month per Individual for up to 16 Individuals at any one time during the term of the Contract.
  - (3) As consideration for the services provided by the Contractor for the time period of July 1, ~~2024~~2023, through the **expiration of this Contract**~~October 31, 2023~~, unless otherwise amended, ODHS will pay to the Contractor:  
  
~~\$18,409.00~~ **\$22,325.00** prorated per month per Individual for up to 16 Individuals at any one time during the term of the Contract.

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.

## EXHIBIT A

### Part 1 Statement of Work

**Contract Type:** Residential Care Facility Specific Needs Contract

**Contract Capacity:** Not to exceed capacity of 16 Residents (aka Individuals.) All beds shall be designated on the first floor of each building, unless prior approved by the Contract Administrator.

**Governing Administrative Rules:** 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; Behavior Support Services Administrative Rules Chapter 411, Division 046 and all other applicable state and federal laws.

Rivera Mansions  
2220 SE 174th Ave  
Portland, OR 97233

#### 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 Activity Plan that is developed for each Individual based on their activity assessment. The Activity 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 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 Support 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 Support Plan shall identify direct care staff interventions to help staff 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. **“Behavior Support Services (BSS)”** per OAR 411-046-0100 through 0220 means a set of Medicaid funded Services that include:
  - (1) Person-centered evaluation;
  - (2) A Behavior Support Plan;
  - (3) Coaching for designated direct care staff on Behavior Support Plan;
  - (4) Monitoring to evaluate the Behavior Support Plan’s impact;
  - (5) Revision of the Behavior Support Plan;
  - (6) Updated coaching and activities; and
  - (7) May include consultation with the direct care staff on mitigating behaviors that place an Individual's health and safety at risk and to prevent institutionalization.
- g. **“Case Manager” and “Diversion/ Transition Coordinator”** means an employee of ODHS or AAA who is responsible for service eligibility, assessment of need, offering services choices to eligible Individuals, service planning, services authorization and implementation, and evaluation of the effectiveness of Medicaid home and community-based services. This position serves as the ODHS Designee (see definition below.)
- h. **“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.
- i. **“Individual”** means the ODHS consumer who meets the Target Group definition and receives Services under this Contract.
- j. **“Instrumental Activities of Daily Living” or “IADL”** means tasks consisting of housekeeping, laundry, shopping, transportation, medication management and meal preparation.
- k. **“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.
- l. **“ODHS”** means Oregon Department of Human Services.
- m. **“ODHS Designee”** refers to the ODHS or AAA Case Manager or Diversion/ Transition Coordinator primarily responsible for coordinating the Individual’s Services.
- n. **“On-Call”** means available to participate in discussion or for inquiries, even when not present at the service location.
- o. **“On-Site”** means on or at the specific service location.

- p. **“Rehabilitation Plan”** means a plan developed and reviewed annually by a licensed therapist to assist an Individual with increasing, maintaining or developing occupational, speech, respiratory, cognitive or physical skills.
- q. **“RN”** means Registered Nurse.
- r. **“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 shall be provided.
- s. **“Service Planning Team” or “SPT”** means a team who includes the Individual and/or the Individual’s identified support network, Healthcare Coordinator, RN, Activity 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
- t. **“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.
- u. **“Target Group”** for purposes of this Contract, means the population of Individuals who meet ALL of the following documented criteria at admission:
  - (1) Eligible for Medicaid Long-Term Care Service pursuant to OAR 411-015;
  - (2) Currently residing in a nursing facility or is at risk for a nursing facility placement;
  - (3) Requires one of the following:
    - (a) 2-person full assist with mobility or transfers; or
    - (b) Physician's diagnosis of obesity with a body mass index calculation of 40 or greater on the date of admission.
  - (4) Require one or more of the following:
    - (a) Rehabilitation Plan developed by a licensed therapist including but not limited to a Physical Therapist, Occupational Therapist, Speech/Language Therapist, Recreation Therapist;
    - (b) Clinical Treatment Plan developed by a licensed medical professional, requiring RN assessment mor than one day per week or has ongoing tasks of nursing that cannot be delegated;
    - (c) Enrollment in Palliative or Hospice Care.
- v. **“Transition Planning”** for purposes of this Contract, means the documented assessment and planning activities, coordinated and developed by Contractor prior to

admission, to discuss all elements of the Individual's care, resulting in a sound admission and transition plan.

## **2. Contractor's Services**

- a. Contractor shall perform all Services in accordance with the State of Oregon Residential Care and Assisted Living Facilities Administrative Rules, OAR 411-054 and all applicable county, state and federal laws.
- b. Contractor shall notify the Contract Administrator and ODHS Designee within 10 days of any vacancy of Contractor's Administrator or Healthcare Coordinator. Contractor shall provide the Contract Administrator with a plan of how the vacancy will be covered and process for filling the position.
- c. Contractor shall ensure that all Individuals served under this Contract meet the Target Group requirements.
- d. Contractor shall notify the ODHS Designee of an unexpected and immediate absence of the Individual from the residential program. Examples include but are not limited to:
  - (1) Involuntary Exit
  - (2) Hospitalization
  - (3) Arrest

## **3. Eligibility**

ODHS shall 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 shall become effective on the date of placement or effective date of eligibility pursuant to this Contract.

## **4. Referral and Admission Process**

- a. ODHS has sole and final approval authority over all Contract admissions.
- b. All Medicaid admissions under this Contract must be approved by ODHS Central Office prior to admission.
- c. Contractor shall 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.
- d. Contractor and the ODHS Designee shall mutually determine the targeted admission date and mutually confirm the actual admission date after receiving confirmation of ODHS Central Office final approval.
- e. Contractor shall engage in assessment and planning activities prior to Individual's placement with Contractor, 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 to include all subsequent Service Plans.

- f. Contractor shall 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). The purpose of the Transition Planning is to ensure timely and sound transition planning. Transition Planning participants shall:

- (1) Identify ODHS Designee and Contractor Transition Planning roles and responsibilities;
- (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 Service or plans and identification of staffing needs.

## **5. 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 in writing of their intent to issue an Involuntary move-out notice;
- c. Contractor shall provide the Contract Administrator and ODHS Designee with a copy of the approved move-out notice; and
- d. Contractor shall 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 shall designate an administrative employee whose position description includes scheduling, facilitating, coordinating, overseeing and documenting the quarterly Service Planning Team (SPT) meetings. Health care providers shall be invited to participate in the SPT as needed.

The Service Planning Team shall:

- a. Review each Individual's Service Plan and attached component plans on a quarterly basis, 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 resident safety and stability.
- f. 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.

## **7. Staffing Levels**

Staffing levels must comply with the licensing rules of the facility, OAR 411-054 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. Contractor shall 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 experienced, qualified, 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
- d. Emergency backup and On-call information for the Healthcare Coordinator, Registered Nurse and facility Administrator, as defined in OAR 411-054, 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 15 of this Contract. For purposes of this Contract, direct care staffing is outlined below:

- a. Contractor shall provide a minimum of 9 direct care staff during day and evening shifts, and 6 direct care staff at night. Contractor shall increase staffing when it is



warranted by Individual acuity. There shall always be no less than 2 direct care staff in each building;

- b. Contractor shall maintain an on-call pool of direct care staff to cover staff absences and position vacancies.

**9. Assistant Administrator**

Contractor will provide the program .5 FTE Assistant Administrator who has 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. Responsibilities include:

- a. Providing or ensuring availability of continuous supervision and direction, as well as ensuring access to On-Call backup for Contractor's direct care staff.
- b. Manage staffing decisions, including hires and training, performing staff screening, staff scheduling, conducting initial staff on-site training and scheduling On-Call coverage for all Contractor staff.
- c. Conduct record reviews and quality assurance checks of staff documentation.
- d. Development and implementation of policies and procedures necessary to deliver all Services described in this Contract.

**10. Healthcare Coordinator**

Contractor shall provide the residential program 1 FTE designated Healthcare Coordinator position. Healthcare Coordinator must be on-site a minimum of 5 days per week. Staff in this position will oversee training requirements noted in Section 15. of this Contract. At least 2 hours per month, for each Individual under the Contract, shall be dedicated to coordination and management of all direct care staff training and implementation of Behavior Support Services, per OAR 411-046, which are initially provided by a qualified Behavior Consultant.

Healthcare Coordinator must have experience with operational aspects of running a residential program for Individuals in the target population supervising direct care staff and understand quality assurance procedures. Contractor's Healthcare Coordinator responsibilities include:

- c. Screening of referrals and other activities related to admission;
- 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. Schedule and facilitate quarterly Service Planning Team meetings;
- f. Communicate with SPT and other team meetings regarding resident interactions, observations, and changes in resident status;
- g. Develop and provide Individual-specific training and monthly review of

- Individual Service Plans with Contractor's direct care staff;
- h. Provide or ensure availability of 24/7 supervision, as well as, direction and access to emergency backup is available for direct care staff;
  - i. Manage staffing decisions such as hires and training, performing staff screening, staff scheduling, conducting initial staff on-site training, and scheduling on-call coverage for all Contractor's staff;
  - j. Conduct record reviews and quality assurance checks of staff documentation;
  - k. Liaison with ODHS Contract Administrator and local ODHS/AAA office of new referrals and discharges;
  - l. Develop and implement policies and procedures necessary to implement Services in this contract.
  - m. **Behavioral Support Services (BSS) coordination**, initially provided by a Behavior Consultant, and ensuring all BSS activity for Individuals meets the requirements of services in OAR 411-046. Contractor's Healthcare Coordinator responsibilities for BSS include:
    - (1) Development of a Behavior Support Plan based on the evaluation and completed within 15 days of admission. The Behavior Support Plan must:
      - i. Address at a minimum the behaviors noted as referenced in the definition for Target Group;
      - ii. Identify, as needed, a crisis stabilization and emergency plan to prevent or minimize injuries, property damage, placement failure and emergency hospitalizations;
      - iii. Identify Individual-specific intervention and strategies that caregivers can implement, and are incorporated into the activity plans;
      - iv. Be reviewed at least monthly and modified as needed, based on feedback from direct caregivers, SPT and the Individual's responses; and
      - v. Ensure all documentation related to Behavior Support Services meets OAR 411-046.
    - (2) Partner with the Service Planning Team on behavioral education, and interventions, which shall then be communicated through individualized Behavior Support Plans to direct care staff;
    - (3) Assures appropriate documentation in resident record for behavioral observations/interactions related to successful progress in behavior management. Documents in resident chart significant issues for smooth transition between shifts;
    - (4) Development of and implementation of Individualized Behavioral

Support training and monthly review of Individual Behavioral Support Plans with Contractor's direct care staff.

- (5) Be On-Call and Available, as specified in the Behavior Support Plan, for Individuals at risk of or needing crisis interventions; and
- (6) Oversee implementation of Managed Risk Agreements as defined in OAR 411-054-0036 (6).

**11. Activity Coordinator**

Contractor shall provide the residential program .5 FTE Activity Coordinator position to develop, oversee and implement activities as described in this Contract. Staff must be on-site and available to direct care staff and Individuals 5 days per week. Responsibilities include ensuring direct care staff are trained on Individualized Activity Plans, and that Individuals can participate in activities seven days a week, even if Activity Coordinator is not On-Site or Available. 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) Adaptations necessary for the Individual to participate; and
  - (5) Identification of activities needs to supplement the Individual's Behavior Support Plan.
- b. Develop of 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, seven days per week. Activities shall include scheduled or planned as well as spontaneous activities, and which are collaborative and support the Behavior Support 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. Be reviewed each month, and as needed by Contractor's Activity Coordinator, and modified as needed based on feedback from direct caregivers, SPT and the Individual's responses; and
- d. Provide training needed to Contractor's direct care staff to implement current Activity Plans.

## 12. Nursing

Contractor shall, in addition to nursing requirements of OAR 411-054:

- a. Provide 1 FTE Registered Nurse with current unencumbered Oregon licensure. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity. Nursing staff shall be available On-Call and Available 24/7.
- b. 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 OAR 851-045 to assist with development of initial Service Plan, admissions, discharges, MARS, TARS and implementation of Individual 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 Individuals' Nursing Service Plans;
  - (6) Ensure delegation, teaching and documentation of nursing care as regulated by OAR 851-047;
  - (7) Provide a review of Contractor's pharmacy and medication system and ensure OAR 851-047 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).

## 13. Dietician

Contractor shall provide a minimum of .5 FTE for a Dietician position. Person in this position will provide the following services:

- a. Assess Individual nutritional needs;
- b. Coordinate pre-admission person centered evaluation related to the Individual's dietary habits, goals and preferences;
- c. Work with facility RN or other involved medical professionals to evaluate

- appropriate diet concerns in relation to Individual health care needs;
- d. Develop and implement Individual nutrition plans which address health related concerns such as weight loss, strength-building, cholesterol, or diabetes management;
- e. Monitor dietary intake and results and adjust nutrition plans accordingly; and
- f. Provide Individual and staff education around nutrition.

#### **14. General Health Service**

Contractor shall, through its Health Care Coordinator or RN, 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 direct care staff on each shift;
- b. Individuals are assisted in accessing the health care services needed or to which Individuals are entitled from outside providers;
- c. All medical and Rehabilitation Plans are in alignment with the Individual's Service Plan. Contractor's staff must be trained to implement Rehabilitation Plans developed by licensed specialists (Occupational Therapist, Physical Therapist, Speech Therapist, etc.);
- d. 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
- e. 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.

#### **15. Training**

Contractor shall ensure:

- a. All staff assigned to work with Individuals receive training on the Contractor's general policies and procedures, residential 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 residential 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. All staff assigned to work with Individuals receive a minimum of 12 hours annually on clinical and caregiving practices that are relevant to the Individuals served and are above the training standards and hours required by OAR 411-054 for Contractor's licensure. Training must be focused on topics and/or issues that pertain to the Target Group. In-service training events shall have an identified

trainer, clear objectives and learning goals for participants and not be simply discussion based. At least 50% of the training shall be completed in a classroom setting or interactive web-based curriculum such as live webinars.

- d. Contractor shall ensure all required training activities are documented and verifiable to include dates, topics, attendees and presenters.

**16. Contract Review**

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