



Contract Number 170522

**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

**Still Waters Inc
Attn: Dominique Palmer
475 Elmira Ave
Bandon, OR 97411
Telephone: (541) 347-9497
Email: dominique@wwcourt.biz**

hereinafter referred to as “Contractor.”

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

**Aging and People with Disabilities
Central Delivery Supports
500 Summer Street NE
Salem, OR 97301
Contract Administrator: Melissa G. Taber or delegate
Telephone: 503-949-6951
E-mail address: MELISSA.G.TABER@dhssoha.state.or.us**

1. Effective Date and Duration. This Contract when fully executed by every party, shall be effective on the later of June 1, 2021 or, when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on May 31, 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.

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 **\$4,745,136.00**. ODHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., "Payment and Financial Reporting."

c. ODHS will only pay for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by ODHS as described in Exhibit A, Part 1, "Statement of Work."

4. Contractor or Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

Contractor is a subrecipient Contractor is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: _93.778

EXHIBIT A

Part 1 Statement of Work

Contract Type: Residential Care Facility Specific Needs Contract

Contract Capacity: Not to exceed Contractor's licensed Residential Care Facility approved capacity of 19 residents.

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.

Still Waters RCF
475 Elmira Ave
Bandon, OR 97411

1. Definitions

- a. **“Activities of Daily Living” or “ADL”** means those personal, functional, activities required by an Individual for continued well-being, health, and safety. Activities consist of eating, dressing, grooming, bathing, personal hygiene, mobility (ambulation and transfer), elimination (toileting, bowel, and bladder management), cognition and behavior.
- b. **“Activity Plan”** means the plan that is developed for each Individual based on their activity assessment. The 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 caregiver interventions to help caregivers deescalate, reduce, or tolerate the challenging behavior when it occurs. The strategies focus on environmental, social, and physical factors that affect the behavior, while including supports for communication, personal choice, and specific preferences.

- f. “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 caregivers on Behavioral Support Plan implementation;
 - (4) Monitoring to evaluate the Behavioral Support Plan’s impact;
 - (5) Revision of the Behavioral Support Plan;
 - (6) Updated coaching and activities; and
 - (7) May include consultation with the caregiver 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 Designee”** refers to the ODHS or AAA Case Manager or Diversion/ Transition Coordinator primarily responsible for coordinating the Individual’s Services.
- m. “On-Call”** means available to participate in discussion or for inquires, even when not present at the service location.
- n. “On-Site”** means on or at the specific service location.
- o. “Oregon Department of Human Services”** means ODHS unless otherwise specified.

- 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, a licensed nurse, 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 the following documented criteria prior to admission:
- (1) Eligible for Medicaid Long-Term Care Service pursuant to OAR 411-015; and
 - (2) Currently residing in a nursing facility or is at risk for a nursing facility placement; and
 - (3) History of unsuccessful placements or service needs that make it difficult to secure a standard placement; and
 - (4) The Individual has a history or is currently exhibiting or is at risk for one of the following:
 - (a) Dangerous or criminal behavior resulting in hospitalization, criminal charges or injury to self or others;
 - (b) Physical or sexual aggression towards others;
 - (c) Disruptive or agitated behaviors with the potential to cause harm to self or others;
 - (d) Abusive behavior towards others;
 - (e) Refusal of medications or health care services which may result in legal or healthcare risks to self or others;
 - (f) Complex psychiatric medication regimen requiring On-Site RN review of medications at least weekly;

- (g) Addiction to prescription narcotics, alcohol or substances which are illegal at federal and/or state levels and require additional care planning and staff training; or
- (h) Depressive symptoms which may include but are not limited to social isolation, lack of self-care or decreased level of functioning.

(5) The individual requires one of the following:

- (a) Rehabilitation Plan developed by a licensed therapist including but not limited to a Physical Therapist, Occupational Therapist, Speech/Language Therapist or Recreation Therapist;
- (b) Clinical Treatment Plan developed by a licensed medical professional for chronic disease management, including but not limited to a Primary or Specialty Physician, Psychologist, Psychiatrist, Licensed Clinical Social Worker or Certified Alcohol and Drug Counselor;
- (c) Behavior Support Plan; or
- (d) 2-person full assist with mobility or transfers.

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 Work in accordance with the Department 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 ten (10) days of any vacancy of Program Manager, Administrator or Behavioral Health 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 program. Examples include but 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. The 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 meeting 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 quarterly/monthly 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 behavior 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 Behavior Consultant, licensed nurses, 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. Training of this contract. For purposes of this Contract, direct care staffing shall increase pursuant to Individual census as follows:

- a. Contractor shall provide a staffing ratio of 2 direct care staff on all shifts when up to 5 Individuals are served under this contract.
- b. Contractor shall provide a staffing ratio of 3 direct care staff on day and evening shifts and 2 staff on night shifts when 6-11 Individuals are served under this contract.
- c. Contractor shall provide a staffing ratio of 3 direct care staff on all shifts when 12 or more Individuals are served under this contract.
- d. Contractor shall increase staffing when it is warranted by Individual acuity.

9. Program Manager

Contractor shall provide .5 FTE Program Manager position for residential program coordination. Contractor's Program Manager must have experience with operational aspects of running a residential program for Individuals in the Target Group, supervising Contractor's direct care staff and quality assurance procedures.

Contractor's Program Manager responsibilities include:

- a. Screening of referrals and other activities related to admission;
- b. Developing and providing Individual-specific training and monthly review of Individual Service Plans with Contractor's direct care staff;
- c. Liaising with DHS Contract Administrator and local DHS/AAA office of new referrals and discharges;
- d. Coordinating Individual admissions and discharges with the Service Planning Team;
- e. Partners with the Service Planning Team on behavioral education, and individualized interventions which shall then be communicated through Individual Service Plans to direct care staff;
- f. Respond to Individuals needs and issues while On-Site;
- g. Conduct, record, review, and perform quality assurance checks on behavioral support plans and offer suggestions as needed;
- h. Schedule and facilitate monthly Service Planning Team meeting; and
- i. Ensure that all staff and program have all the supplies necessary to carry out daily function for the program as well as emergency needs.

10. Activity Coordinator

Contractor shall provide one (1) FTE Activity Coordinator position for activity development, implementation, training, oversight and support. Contractor's Activity Coordinator must be On-Site a minimum of five (5) days per week. Responsibilities include ensuring direct care staff are trained on the Activity Plan, and that Individuals can participate in activities seven days per week, even if the Activity Coordinator is not On-Site or Available. 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 needed to supplement the Individual's Behavior Support Plan, when applicable.
- b. Develop an Activity Plan for each Individual within 15 business days of admission, based on the Activity assessment. The resulting Activity Plan must meet the preferences of each Individual and be available on day and evening shifts, 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.

11. Behavioral Health Coordinator

Contractor shall provide one (1) FTE Behavioral Health Coordinator position. Contractor's Behavioral Health Coordinator must be on-site a minimum of five (5) days per week. Responsibilities include evaluation, development, documentation, training, and provision of Behavior Support Services, including but not limited to:

- a. A person-centered evaluation which is started at screening and completed 10 business days after admission;
- b. A Behavior Support Plan dedicated for each Individual within 15 days of admission. The Behavior Support Plan must:
 - (1) Address at a minimum the behaviors noted as referenced in the definition for Target Group;
 - (2) Identify, as needed, a crisis stabilization and emergency plan to prevent or minimize injuries, property damage, placement failure and emergency hospitalizations;
 - (3) Identify Individual-specific intervention and strategies that caregivers can implement, and are incorporated into the activity plans; and
 - (4) Be reviewed each month, and as needed by Contractor's Behavior Support Coordinator, and modified as needed based on feedback from the direct caregivers, SPT and the Individual's responses.

- c. Contractor's Behavioral Health Coordinator is responsible for overseeing Behavior Support Plans and must:

- (1) Be a member of the Service Planning Team;
- (2) Assist in the screening of all admissions to the facility; and
- (3) Provide Individual-specific coaching and group teaching for Contractor's direct care staff to ensure that direct care staff can implement the strategies defined in each Individual's Behavior Support Plan.

12. Nursing Services

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

- a. Provide one (1) FTE Registered Nurse (RN) with current unencumbered Oregon licensure. Contractor shall ensure an adequate number of nursing hours are provided relevant to the census and acuity, on-site at least 5 days per week and are available and On-call seven days per week; and
- 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) Provide Individual-specific coaching and group teaching for Contractor's direct care staff to ensure that direct care staff can implement the strategies defined in each Individual's Behavior Support Plan;
 - (4) Ensure that each Individual receives a Nursing Service Plan that is pursuant to the Service Plan;
 - (5) Review each Nursing Service Plan monthly or more frequently if the Individual experiences a significant change of condition and update quarterly;
 - (6) Provide or ensure that each direct care staff has the training needed to support Individual's Nursing Service Plans;
 - (7) Ensure delegation, teaching, and documentation of nursing care as regulated by OAR 851-047;
 - (8) Provide a review of Contractor's pharmacy and medication system and ensure OAR 851-047 compliance regarding the teaching of medication administration; and

- (9) Contractor may 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 staff.

13. Resident Care Manager

Contractor shall provide one (1) FTE Resident Care Manager, whose primary duties include, but are not limited to, management of clinical staff and proper documentation that supports resident care under the direction of the Program Manager. The Resident Care Manager shall:

- a. Participate in and facilitate shift change daily;
- b. Maintain accurate, complete and confidential resident medication, treatment, and care records, and medication administration oversight;
- c. Assist with receiving and processing resident admissions, readmits, and discharges;
- d. Compile new resident medical charts, facilitate chart restructure and dismantling of discharged resident medical records;
- e. Coordinate appointments and outside resources for medical need/services;
- f. Order/Manage resident care supplies;
- g. Participate in review of and filing all completed orders;
- h. Notify Program Manager of any Individual illness, injury, and condition change;
- i. Communicate/coordinate with physicians, outside providers, families, and other appropriate parties, concerning Individual status or change in status;
- j. Participate in staff hiring, training, education, disciplinary action, and evaluations;
- k. Review each Individual's Service Plan with direct care workers at least quarterly;
- l. Assist Program Manager with scheduling and facilitating Service Plan meetings;
- m. Ensure all Service Plan changes are communicated to Individuals, caregivers, families, Program Manager, RN, and ODHS Designee;
- n. Conduct, record, review, and perform quality assurance checks of staff documentation;
- o. Assist with staff scheduling as needed.

14. General Health Service

Contractor shall, through its Program Manager, licensed nursing staff, or Resident Care Manager, ensure:

- a. Policy and protocols exist and are followed to ensure that an Individual's change of condition, and any required interventions are communicated to caregivers on each shift;

- b. Individuals are assisted in accessing the health care services needed or to which Individuals are entitled from outside providers; and
- c. Transportation for local non-emergent transports are arranged or provided for by Contractor's facility as needed to meet health care needs, activity needs or to support interventions identified in the Service Plan and 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. Direct care staff receive a minimum of twelve (12) hours annually on clinical and care giving practices that are relevant to the Individuals served and are above the training standards and hours required by 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. Behavioral Health Coordinator must meet the continuing education requirements outlined in OAR 411-046-0210.
- e. 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.
- a.