

# AGENDA

**Thursday, September 29, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-94

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY DISCUSSION ITEM**

1. Approval of the Memorandum of Understanding between the Housing Authority of Clackamas County, Community Development and Pedcor Investments, LLC for the Rosewood Terrace Multi-Family Housing Project (Chuck Robbins)

**II. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2016-17

**III. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**IV. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval for a Revenue Agreement with CareOregon for the Primary Care Payment Model (PCPM) Incentive Program – *Health Centers*
2. Approval of the January 2017 – December 2020 Older Americans Act Area Plan on Aging for Social Services Division Aging and Disability Services – *Social Services*
3. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services for Residents of the Chez Ami Apartments – *Behavioral Health*
4. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services at the Centerstone Crisis Clinic for the Safety Net Program – *Behavioral Health*
5. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff's Office Behavioral Health Unit – *Behavioral Health*
6. Approval of Amendment No. 2 for an Intergovernmental Agreement with the State of Oregon Department of Human Services, Office of Child Welfare Programs for Alcohol and Drug Screening to Child Welfare Parents – *Behavioral Health*

7. Approval of the Memorandum of Understanding between the Housing Authority of Clackamas County, Community Development and Pedcor Investments, LLC for the Rosewood Terrace Multi-family Housing Project – *Community Development*

**B. Finance Department**

1. Resolution No. \_\_\_\_\_ Eliminating Unnecessary Fund and Approve a Supplemental Budget (less than 10% and Budget Reduction) and Reorganizing Public & Government Affairs Department for Performance Clackamas
2. Resolution No. \_\_\_\_\_ Approval of a Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017
3. Resolution No. \_\_\_\_\_ Approval of a Resolution for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2016-17

**C. Elected Officials**

1. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon Department of State Police Providing User Access to OSP's Automated Biometric Identification System – ccsso

**D. Community Corrections**

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County to Provide Work Crew Services

**E. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC.

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 to Provide Work Crew Services
2. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Surface Water Management of Clackamas County Provide Work Crew Services
3. Approval of an Intergovernmental Agreement between the City of Salem and the Tri-City Service District for Disposal and treatment of Wastewater Treatment Solids

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memo of Understanding and Term Sheet between the Housing Authority of Clackamas County (HACC) and Pedcor Investments, LLC for the Development of a Multifamily Housing Project

<b>Purpose/Outcomes</b>	Construction of a 212 unit affordable housing project on Otty Road
<b>Dollar Amount and Fiscal Impact</b>	\$29,5014,141
<b>Funding Source(s)</b>	Private Activity Bond \$27,501,141 HACC Disposition Funds Loan \$ 1,100,000 HOME Loan \$ 900,000
<b>Duration</b>	9-29-2016 through 8-15-2017
<b>Previous Board Action</b>	The Board reviewed and approved the concept of the MOU on July 5 <sup>th</sup> , 2016
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities Sustainable and Affordable Housing
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests the approval of a Memo of Understanding (MOU) and associated Terms Sheet with Pedcor Investments, LLC. This MOU defines the preliminary deal points and provisions requested in order to move forward in the process of developing a multifamily affordable housing complex at 8810 & 8850 Otty Road in Happy Valley.

There are two important aspects for this stage of the process:

- The MOU as structured is not binding.
- The Terms, as discussed in the attached term sheet, would be the terms used if the County, through HACC, agrees to a binding relationship with Pedcor regarding the proposed project.
- If HACC and Pedcor do not arrive at a mutually accepted, binding agreement the terms are not in effect.

## The Project

The project will consist of six structures. Each is four stories and wood framed with an elevator servicing each building. The project is centrally located with easy access to services and within short walking distance of the MAX Green Line as well as several TriMet bus stops.

The project will contain 212 new units of affordable housing which includes:

New Units of Affordable Housing	
Size	Number of Units
1 Bedroom/1 Bath	104
2 Bedroom/2 Bath	100
3 Bedroom/2 Bath	8

## Project Rents

The project holds rents to 60% of the Area Median Income (AMI) for all units. Current median income is \$58,800 for a household of two. A couple that currently makes \$30,900 will be able to afford a one bedroom unit or a two bedroom if they have children. The chart below compares current market rents to project rents.

Household Size	AMI Household Income	Current market rent	Income at 60% AMI	Project Rent with Utilities
1	\$51,500	\$1,063	\$30,900	\$760
2	\$58,800	\$1,242	\$35,280	\$909
3	\$66,200	\$1,371	\$39,720	\$1,044

These units are required to remain affordable for a period of 60 years

## Project Risk

The financing structure of this project imposes minimal risk to the County and HACC because the developer is responsible for:

- Guaranteeing completion of construction and achieving stabilization (e.g. lease up, minimum revenue targets and debt coverage ratio); and
- Bond financing will be insured by a HUD's 221(d) loan guarantee program therefore in the event of a default debt service payments will be made by HUD. Because these are revenue bonds there is no recourse to the County in the event of a default.

## Partnership

PEDCOR is proposing to partner with HACC in this development. The attached Memorandum of Understanding (MOU) lays the groundwork for this partnership. While there are no binding contractual obligations it does provide a scope of work for each party and provides PEDCOR with the assurance that HACC intends to work with PEDCOR on the next steps in predevelopment. This includes:

*Healthy Families. Strong Communities.*

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- HACC’s willingness to be designated as a General Partner member allowing the property to qualify for property tax exemption. In return, PEDCOR would compensate HACC with 25% of the project developer fee and annual cash flow (upfront = \$258,000 & annual cash flow = \$86,000). In addition HACC acting as the general manager is responsible for filing the annual tax exemption status and would receive an annual fee of \$5,000 for this purpose. The County’s support of PEDCOR’s application for 4% Low-Income Housing Tax Credits
- The County’s consideration of PEDCOR’s application for a reservation of tax-exempt Private Activity Bonds to be issued by HACC.
- The County’s consideration of a PEDCOR application for HOME Funds and HACC Disposition funds.

**Financial Impacts**

The total amount of this Project is \$60,457,401. The financial impacts to HACC include:

- \$30,000,000 in Private Activity Bonds - this is an approximation and includes HACC’s costs for issuing the bond and a fee for acting as the issuer.
- \$ 1,100,000 in HACC Disposition Funds
- \$ 900,000 in Federal HOME Funds

The balance of the funding will come from these sources:

4% Low Income Housing Tax Credit	\$23,375,000
Deferred Developers Fee	\$4,813,432
Rental Income	\$2,767,828

This MOU has been reviewed and approved by Clackamas County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve the attached MOU and Terms Sheet. Additionally, staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON  
AND  
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY  
  
(ROSEWOOD TERRACE APARTMENTS)**

This Memorandum of Understanding (the "**MOU**") is a non-binding statement of intentions between the Housing Authority of Clackamas County, Oregon, a public corporation created pursuant to the Housing Authorities Law of ORS 456 ("**HACC**"), Clackamas County, a subdivision of the State of Oregon ("**County**"), and Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company ("**Developer**"), and is dated effective as of September 29, 2016.

**Developer** is a developer of affordable housing in the State of Oregon. **HACC** is a public housing authority whose mission is to provide safe, decent and sanitary housing for low and moderate income persons in Clackamas County, Oregon. **County** is the responsible local government concerned with the health and welfare of its citizens. **HACC**, **County** and **Developer** hereby agree to work cooperatively to acquire, finance, construct and operate affordable housing at the following location, in accordance with the terms of this **MOU**:

Rosewood Terrace Apartments (the "**Property**")  
8810 & 8850 SE Otty Road  
Happy Valley, OR 97086

The Property shall contain approximately 212 multifamily units. Of such units, all shall be reserved for residents with incomes at or below 60% Area Median Income (AMI). The transaction contemplated by this **MOU** is contingent upon underwriting of the lender and overall acceptance of the bond deal structure by Developer, County, HACC and all other applicable entities and/or governmental authorities having jurisdiction over such transaction. The parties each acknowledge and agree that the financial terms outlined below are preliminary in nature and each party will be continuing due diligence and valuation work. While continued discussions will occur in order to revise, update and finalize such items, the parties hereto are willing to commit to those certain terms reflected in the approved term sheet attached hereto as Exhibit A (the "**Term Sheet**").

Except as provided in the Term Sheet, nothing stated in this **MOU** shall be construed to bind either party to any business structure, term, or course of action. This **MOU** is intended to grant sufficient certainty to Developer to allow for the further exploration of possible development of the Property, and, except for those items detailed in the Term Sheet, no reliance may be placed on the conditional terms discussed herein. To the extent there is a difference between the terms contained in this **MOU** and the terms of the Term Sheet, the terms of the Term Sheet shall control. To the extent terms are discussed herein the **MOU** but not in the Term Sheet, such terms shall continue to be considered statements of possible

terms and shall not have any binding force in either this MOU or as the basis of further documentation or agreements.

In order to accomplish this purpose, the parties currently intend as follows:

## **AGREEMENTS:**

### **A. Conceptual Ownership Structure.**

1. **Developer** has organized a separate Oregon limited partnership, to be registered in Oregon, known as Pedcor Investments-2017-LCV, Limited Partnership ("**Partnership**") to own the **Property** pursuant to an agreement of limited partnership ("**Partnership Agreement**"). Rosewood Housing Company, LLC, an affiliate of the **Developer**, will serve as the sole general partner of the Partnership ("**General Partner**"). The **General Partner** shall have primary responsibility for the management of the **Partnership** and will own a 0.005% general partnership interest in the **Partnership**. In addition, **HACC** will own a 0.005% special limited partnership interest in the **Partnership** ("**Limited Partner**"), with certain oversight and approval rights, for which it will receive an annual fee in an amount to be negotiated (the "**Limited Partner Fee**"). Any such rights must be agreed to by the **General Partner** and may not, in the opinion of the **General Partner's** counsel, result in the **Limited Partner** being deemed a general partner for exercising its rights under the **Partnership Agreement**. Lastly, a to-be-determined tax credit investor will own a 99.99% limited partnership interest in the **Partnership**.

The **General Partner** will consist of six members: (1) the **Developer**, (2) a to-be-formed, wholly owned corporate subsidiary of HACC ("**HACC GP Member**"), (3) 2017 Housing Participants, LLC, and (4) 3 private investors. The ownership percentage of each such member shall be detailed within an Operating Agreement of the General Partner and the terms and conditions thereof shall be subject to the approval of all members.

2. The **General Partner** and **Limited Partner** will amend the existing **Partnership Agreement** in order to admit the **Limited Partner** into the **Partnership** and to reflect the ownership structure described in Section A(1) above at or prior to closing any financing with respect to the acquisition and construction of the **Property**. Admittance of the **Limited Partner** into the **Partnership** shall be subject to: (i) satisfaction by **HACC** and/or a HACC designated representative that the business terms comprising the transaction are substantially similar to those detailed herein and within the HACC approved Term Sheet; (ii) satisfaction that the Property will meet HACC objectives; and (iii) the satisfactory negotiation and finalization of a Partnership Agreement containing those terms and conditions expressly provided in the HACC approved Term Sheet and other such terms as may be mutually agreed by the parties.

**B. Financing Concept.**

1. On behalf of the **Partnership**, **Developer** will apply for a reservation of approximately \$30,000,000 in tax-exempt multifamily housing revenue bonds ("**Bonds**") to be issued by **HACC**, the Oregon Housing and Community Services ("OHCS") or another qualified issuer. If the **Partnership** receives a reservation of **Bonds**, **Developer** shall be primarily responsible for selecting the manner in which the **Bonds** will be sold to facilitate debt financing for the **Property** and negotiating the **Bond** financing terms on behalf of the **Partnership**, provided that **HACC** reserves the right to direct, comment, or otherwise control the Bond issuance in its name, including making the final decision regarding all issues concerning the Bonds. Further, the **Limited Partner** may reserve the right to review and approve the financing arrangements and the terms and conditions of any Bond or loan documents. It is currently anticipated that the **Bonds** will be purchased by United Fidelity Bank (and/or an affiliate of United Fidelity Bank), either or both being an affiliate of the **Developer**, and such bonds will be insured by a GNMA/FHA security.

2. On behalf of the **Partnership**, **Developer** will apply to OHCS for a commitment of 4% low-income housing tax credits ("**Tax Credits**"). If the **Partnership** receives a commitment of **Tax Credits**, the **Developer** shall be responsible for selecting the manner in which the **Tax Credits** will be sold to facilitate equity financing ("**Equity**") for the **Property**, and negotiating the equity financing terms on behalf of the **Partnership**, provided that the **Limited Partner** shall have the right to review and comment on the financing arrangements and the terms and conditions of any **Equity** financing documents. The **Equity** financing documents are expected to include an Amended and Restated Agreement of Limited Partnership ("**Amended Partnership Agreement**"). The **Partnership** has not determined the entity that will provide the Equity financing, however, such entity will be admitted as an investor limited partner ("**Investor LP**") of the **Partnership**.

3. **Developer** shall pay all costs and fees associated with applying for the **Bonds** and **Tax Credits**, which along with all other pre-development costs incurred by **Developer** and **HACC** and their affiliates in connection with the **Property**, shall be reimbursed with the proceeds of pre-development financing or at closing with proceeds of the **Bonds** and **Equity** for the **Property** ("**Closing**"). **HACC's** third party predevelopment expenses for financial advisory and legal services shall be reimbursed at closing. In the event this **MOU** is terminated or the transaction fails to close as contemplated herein, **Developer** shall be solely responsible for all costs described above and **HACC** and its affiliates shall have no responsibility for payment or reimbursement of such costs, unless **HACC** defaults on its obligations herein, in which case **HACC** shall bear its own expenses and **Developer** will not be obligated to pay or reimburse **HACC** or its affiliate's expenses.

4. **Developer** shall negotiate and be solely responsible for providing guarantees that may be required in conjunction with the **Bond** financing or the **Equity** financing, including but not limited to: construction completion and development cost overrun guaranty, lease up and breakeven guaranty, operating deficit guaranty, **Tax Credit** compliance and recapture guaranty and repurchase guaranty for such period as may be



required by the **Investor LP**. All such **Developer** guarantees shall be in effect until stabilization of the **Property**, or as required by the **Investor LP** and/or any lender.

5. The **Limited Partner** acknowledges that it has been provided with preliminary financial information, which it understands may materially change for a variety of reasons, including but not limited to, various bond and tax credit underwriting considerations, future mortgage interest rates, varying debt and equity executions, future construction costs and recognition that fully engineered architectural and civil engineering plans are not available. The parties affirm that the business terms discussed herein are preliminary, and that further negotiations will be necessary in order to finalize and approve all subsequent documents except for the Term Sheet. Developer agrees to promptly provide updates of the above referenced financial information and all requested and/or reasonably required information necessary for HACC to make an informed decision regarding the proposed transaction.

6. The **Developer** anticipates applying to County and **HACC** for \$900,000 in HOME funds and \$1,100,000 in disposition funds (the “**GAP Funding**”) respectively. In sum, the Developer anticipates \$2,000,000 in Gap Funding to assist the financial feasibility of the **Property**. Developer understands that County and HACC will evaluate the application and make a determination on the reasonableness of the request and the return on investment of such commitment.

### **C. Design and Construction Concept.**

1. **Developer** (such term herein to include an affiliate of the **Developer**) shall provide comprehensive development services to the **Partnership** pursuant to a Development Agreement to be entered into between the **Partnership** and **Developer**.

2. **Developer** will prepare a detailed development budget for the **Property** and will provide the **Limited Partner** a copy thereof and with updates thereto.

3. **Developer** shall be responsible for obtaining the services of design professionals. The work product of such professionals shall be subject to the reasonable review, and comment of the **Limited Partner**. The **Limited Partner** shall have the right to review and comment upon the final plans and specifications for the construction of the **Property**, and such plans must be approved by the **Limited Partner** prior to the **Partnership** entering into a construction contract.

4. **Developer** shall be responsible for negotiating one or more construction contracts for the construction of the **Property**, including but not limited to, contracts between the **Partnership** and the **Developer** affiliated general contractor and construction manager. Such construction contracts shall be on terms that are consistent with or more favorable to the **Partnership** than prevailing market terms. The **Limited Partner** shall have the right to review and approve any construction contract prior to the execution thereof,.

5. **Developer** shall be responsible for obtaining all governmental approvals and permits needed in order to construct and operate the **Property**. Nothing in this MOU shall suggest that Developer and/or its affiliates will not have to comply with all applicable requirements, charges and fees, whether levied by Clackamas County or otherwise.

6. The **Limited Partner** shall have the right to review and comment on all change orders or any changes in the scope of work or plans and specifications during construction, (the **Limited Partner** shall have three (3) days following its receipt of copies of such proposed changes to deliver its disapproval, or such proposed changes shall be deemed approved).

7. Upon completion of construction, the **Developer** will ensure that the **Property** complies with ADA requirements and all applicable federal, state and local laws and building codes.

**D. Management and Operation Concept.**

The **General Partner** shall be responsible for negotiating the terms of a property management contract on behalf of the **Partnership**. So long as the **General Partner** or one of its affiliates is obligated under the various financing guarantees, the property manager will be an affiliate of the **General Partner**. The **Limited Partner** shall have the right to review and approve the property management agreement prior to execution thereof, . Additionally, each year the **General Partner** or its affiliated property manager will submit its budget to the **Limited Partner** for review and approval, and during such year report to the **Limited Partner** any material deviations from the approved budget or any material operational issues. The **General Partner** or its affiliated property manager will also submit an annual audit, quarterly financial reports and weekly occupancy reports to the **Limited Partner** for review and comment.

**E. Community Support Concept.**

The **Limited Partner** and **Developer** shall be jointly responsible for interfacing with the community and attempting to obtain community support for the construction of the **Property**. The parties will consult with each other and coordinate the response to any media inquiries and/or public opposition that may arise.

**F. Fees and Expenses; Sharing Ratios.**

1. **Developer** or its affiliate shall be entitled to receive a developer's fee for its development of the **Property** in an amount calculated pursuant to OHCS guidelines (the "**Development Fee**"). The parties agree that a percentage of the **Development Fee** shall be paid to **HACC** (the "**HACC Sharing Percentage**") and a percentage of the **Development Fee** shall be paid to **Developer** (the "**Developer Sharing Percentage**"), pro rata, as the **Development Fee** is paid by the **Partnership**. The **Development Fee** includes the fee paid

at **Closing** and earned on a deferred basis. The exact HACC Sharing Percentage, along with the Developer Sharing Percentage shall be fully negotiated and formalized within the Term Sheet.

2. Any other items of net cash flow that are payable to the **General Partner** under the **Partnership Agreement** shall be split between the members of the **General Partner** in accordance with their respective sharing percentages. The **Limited Partner Fee**, as negotiated and detailed within the Term Sheet, shall represent priority payment that will be paid to the **Limited Partner** prior to payment of deferred developer fee or other fees paid to the **General Partner**, including but not limited to the incentive management fee. Affiliates of the **General Partner** will be paid fees out of the capital budget for providing the **Partnership** with certain construction management, general contracting, construction guaranty, architectural supervisory, construction and permanent loan financing, and legal services pursuant to an executed agreement between the **Partnership** and such affiliated service providers ("**Affiliated Fees**"). The **Developer** shall disclose **Affiliated Fees** to the **Limited Partner** who shall have a right to review and approve such fees, which approval shall not be unreasonably withheld.

3. All reasonable out-of-pocket expenses incurred after execution of this document by the **Limited Partner** in connection with the **Property** (the "**Costs**"), shall be paid by **Developer** and be included in the applicable **Property's** development budget for either payment or reimbursement to **Developer** concurrently with **Closing**. To the extent the **Limited Partner** and its affiliates anticipate incurring **Costs** in excess of \$15,000.00, the **Limited Partner** will disclose such matter to **Developer**, and **Developer** will have the opportunity to approve such **Costs** before they are incurred, with such approval not to be unreasonably withheld.

#### **G. Indemnification.**

**Developer** will indemnify, defend and hold harmless the **Limited Partner**, its affiliates and their agents, elected officials, employees, and officers, from any claim, liability, loss or damage, including attorneys' fees and costs actually and reasonably incurred, arising out of the acquisition, financing, and construction of the Property other than acts or omissions of the **Limited Partner** or its affiliates which involve intentional misconduct, a knowing violation of the law, or which constitute gross negligence.

#### **H. Miscellaneous.**

1. This **MOU** reflects the current intent of the parties and may only be amended in writing, signed by both parties. The parties affirm that it is not a binding agreement except with respect to the Term Sheet.

2. This **MOU** may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one contract binding on all parties hereto, notwithstanding that all the parties shall not have signed the same

counterpart.

3. Neither party shall enter into any contractual relationship or agreement relating to the **Property** that would cause either financial or legal liability to the other, without the other party's prior written consent, and in the case of **HACC**, the approval of its Board where required.

4. This **MOU** shall be governed and construed in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

5. In case any one or more of the provisions contained in this **MOU** for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this **MOU** will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. The parties hereto submit exclusively to the jurisdiction of the state and federal courts of Clackamas County, Oregon and venue for any cause of action arising hereunder shall lie exclusively in the state and federal courts of Clackamas County, OR.

7. The subject headings contained in this **MOU** are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

*[Signature Page Follows]*

EXECUTED to be effective as of the date above shown.

**HOUSING AUTHORITY OF CLACKAMAS  
COUNTY**

By: \_\_\_\_\_  
Chair

**CLACKAMAS COUNTY**

By: \_\_\_\_\_  
Chair

**PEDCOR INVESTMENTS, A LIMITED  
LIABILITY COMPANY**

By: \_\_\_\_\_  
Thomas G. Crowe, Executive Vice President

September 29, 2016

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the  
First Quarter of Fiscal Year 2017

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2017.
<b>Dollar Amount and Fiscal Impact</b>	\$17,813.20 in total collection losses.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	(July 1, 2016 – September 30, 2016)
<b>Previous Board Action</b>	First, Second, Third, and Fourth quarter collection losses were approved by the Housing Authority Board of Commissioners.
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2017 (July 1, 2016 – September 30, 2016). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the first quarter of fiscal year 2017 will be \$16,189.90 for Low Rent Public Housing, \$788.85 for Jannsen Road Apartments and \$834.45 for Clackamas Apartments. Of the total first quarter write offs, \$5,806.87 was for uncollected rents and \$12,006.33 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first quarter of fiscal year 2017 will be \$17,813.20.

**RECOMMENDATION:**

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

September 29, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the  
Primary Care Incentive Payment Model (PCPM) Incentive Program

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on select Coordinated Care Organization (CCO) measures and Medicare metrics.
<b>Dollar Amount and Fiscal Impact</b>	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Primary Care Clinics
<b>Duration</b>	Effective October 1, 2016 and terminates on September 30, 2017
<b>Previous Board Action</b>	The Board previously approved agreements on January 23, 2014 – Agenda item 012314-A3, November 26, 2014 Agenda item 112614-A1, and January 28, 2016 Agenda item 012816-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	7951

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. Due to these factors we are processing this as a No Maximum Agreement. This contract has been reviewed by County Counsel on September 19, 2016.

This contract is effective October 1, 2016 and continues through September 30, 2017.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services



**CareOregon, Inc.**

**Letter of Agreement**

**Primary Care Payment Model – Track 1**

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) hereby agree to the following terms and conditions:

**I. Recitals:**

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Provider Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Agreement remains in place and is effective between CareOregon and Provider.
- C. This Letter of Agreement shall be applicable only so long as Provider is recognized by the State of Oregon as a Patient Centered Primary Care Home (PCPCH) and re-applied, if required, by State of Oregon.
- D. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Letter of Agreement will be re-evaluated.
- E. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- F. This Letter of Agreement shall be applicable for the time period between October 1, 2016 and September 30, 2017.
- G. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

**II. Patient and Population Centered Primary Care Clinic Quality Incentive Payments:**

- A. For the time period between October 1, 2016 and September 30, 2017, Provider shall be eligible for a quality incentive payment based on the quality outcomes measures as defined in Exhibit A, CareOregon Patient and Population Centered Primary Care Payment Model - Track 1.
- B. Provider is eligible for a risk adjusted per member per month (PMPM) depending on level of achievement in the payment model of:

<b>Payment Model Level</b>	<b>Gladstone</b>	<b>Beavercreek Sandy Sunnyside</b>
Level 1	\$3.00	\$3.25
Level 2	\$5.00	\$6.50
Level 3	\$8.00	\$9.50

C. Participating Providers in this Agreement:

- 1. Beavercreek Clinic
- 2. Gladstone Community Clinic
- 3. Sandy Health and Wellness Clinic
- 4. Sunnyside Health and Wellness Clinic

### **III. Payment:**

- A. CareOregon will pay Provider a PMPM beginning the month of October 2016.

### **IV. Terms:**

- A. Payment will be made monthly based on the members assigned to the Provider as of the fifth (5th) of the month.
- B. Payment level is based on prior six (6) months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every six (6) months.
- C. All new participating providers will begin the first six (6) months at Payment Level 1.
- D. Measurement data is due April 30, 2017, for October to March and October 31, 2017 for April to September.
- E. Quality measurement data reports are required to be submitted at agreed upon deadlines. Quality payment is contingent on quality data being submitted by deadline.
- F. If quality data is not submitted by the due date, Provider will *not* be eligible for PMPM for the remainder of the Letter of Agreement.
- G. Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model, as defined in Exhibit A.
- H. Payment levels will increase or decrease based on data submission.
- I. Payment level will increase or decrease:
  - a. December 2016 for 2015-2016 participating clinics based on data for April 2016 to September 2016 submitted by October 31, 2016.
  - b. June 2017 for October 2016 to March 2017 data submitted by April 30, 2017
  - c. December 2017 for April 2017 through September 2017 data submitted on October 31, 2017, if Provider is still participating.
  - d. CareOregon will not pay Provider a retro-active PMPM adjustment.
- J. Risk Adjustments are based on July 2016 calculation by CareOregon.
- K. Provider agrees that payments received will be used to support the participating practice site.
- L. This Letter of Agreement is renewable on an annual basis at the discretion of CareOregon.
- M. Either party may terminate this Letter of Agreement with 30 days written notice.

### **V. General Provisions:**

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. All copyright interests in materials produced as a result of fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

- E. Provider agrees to uphold all confidentiality provisions of the Letter of Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate in this Letter of Agreement if Provider is being monitored by CareOregon's Peer Review Committee.

**Agreed to on behalf of Clackamas  
County:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

Name: Scott Clement

Title: Chief Network Officer

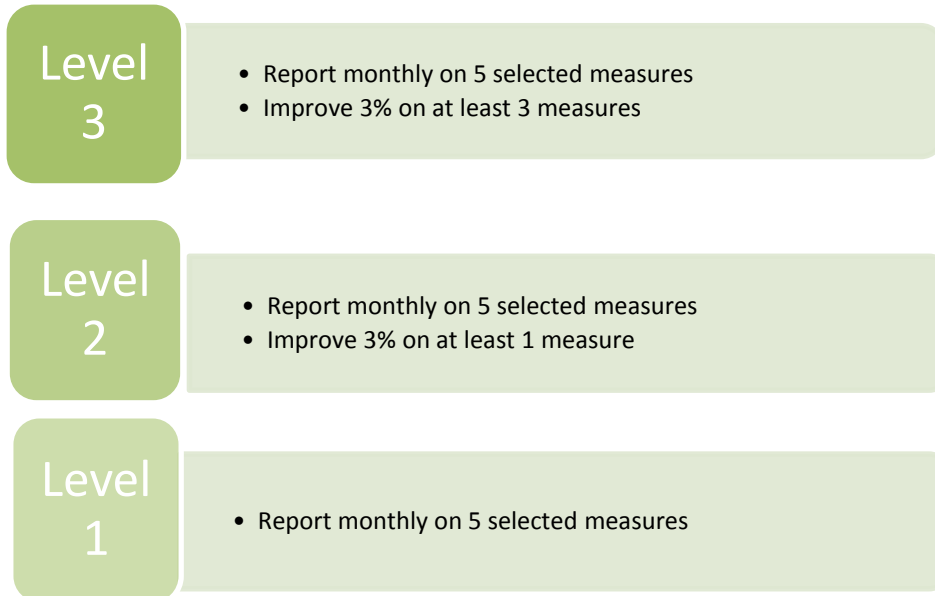
Date: \_\_\_\_\_

## Attachment A

### CareOregon 2016 – 2017



#### Patient and Population Centered Primary Care Home Payment Model – TRACK 1



Providers will be paid at the following levels and payment will be ***risk adjusted*** by clinic:

- Level 1: \$3.00 PMPM
- Level 2: \$6.00 PMPM
- Level 3: \$9.00 PMPM

#### Components of the model:

1. **Report and Improve Clinical and Operational Performance.** Clinics will select 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least three measures must be CCO incentive metrics.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all new participating clinics will be Level 1 and will have the opportunity to qualify for a higher level after the first data submission. Metrics will be re-evaluated every 6 months and payment levels will increase or decrease levels based on current performance.*
2. **Simple Budget Reporting.** Report on allocation of PMPM dollars to support improvement work at practice site.

Measure Menu

In order to support the ongoing work of the Coordinated Care Organization (CCO) and Medicare, at least 3 measures must be selected from the Priority Measures (listed in orange) that apply to the clinic's patient population and 2 measures may be selected from the Other Clinical & Operational measures. If your clinic's Primary Engagement is below 60%, you are required to select Primary Care Engagement as 1 of your 2 measures.

There is an opportunity to select one of the 5 measures that is outside the list of measures below for practices that have a compelling reason to include them based on patient population and clinic priorities. Practices will be asked to submit documentation on the requested measure, evidence for selected the measure, and specifications that will be used.

**Monthly reporting period on selected measures will start October 2016.**

2015/2016 PCPM TRACK 1 - CLINICAL QUALITY MEASURE SET			
	Measure	Specifications	Selected
Priority Measures – Select at least 3	Adolescent Well Care Visits	<a href="#">CCO Incentive</a>	✓
	Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+)	<a href="#">CCO Incentive</a>	
	Breast Cancer Screening	<a href="#">NQF 2372</a> CMS125v5	
	Childhood Immunization Status (Combo 2)	<a href="#">CCO, NQF 0038</a> CMS 117v5	
	Cigarette Smoking Prevalence (start at 13)	<a href="#">NQF 2020</a>	
	Controlling Blood Pressure	<a href="#">CCO, NQF 0018</a> CMS165v4	
	Colorectal Cancer Screening	<a href="#">CCO, NQF 0034</a> CMS130v4	
	Developmental Screening	<a href="#">CCO, NQF 1448</a>	✓
	Diabetes: Blood Pressure Management (% BP < 140/90)	<a href="#">NQF 0061</a> CMS122v4	
	Diabetes: Eye Exam	<a href="#">NQF 0055</a> CMS131v4	
	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	<a href="#">CCO, NQF 0059</a> CMS122v4	✓
	Diabetes: LDL Management and Control (% LDL < 100)	<a href="#">NQF 0064</a> CMS 163v4	
	Diabetes: Nephropathy Testing (Urine)	<a href="#">NQF 0062</a> CMS 134v5	
	Effective Contraception Use	<a href="#">CCO Incentive</a>	
	Eligible population with a Flu Shot	<a href="#">NQF 0041</a> CMS147v5	
	Medication Review among patients 66+	<a href="#">NQF 0553</a>	
Prenatal Care in First Trimester (Prenatal Only)	<a href="#">CCO, NQF1517</a>		
Screening for Depression and Follow up Plan	<a href="#">CCO, NQF 0418</a> CMS 2v6		
Other Clinical & Operational – Select 2	<b>Primary Care Engagement</b> Members Seen / Member Assigned in past 12 months <i>Will be automatically selected if Primary Care Engagement is below 60%</i>	Use CareOregon dashboard data	✓
	<b>Build your own measure:</b> Specifications must be submitted with application and requires approval.	Must fill out section 6	
	Advanced care planning among patients 65+	<a href="#">NQF 0326</a>	
	Cervical Cancer screening	<a href="#">NQF 0032</a> CMS124v5	
	Immunization for Adolescents (Combo 1)	<a href="#">CCO, NQF1407</a>	
	<b>Telephone call abandonment rate:</b> Specifications must be submitted with application and requires approval.	Must fill out section 6	
	Use of Appropriate Asthma Meds	CMS126v5	
	Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	<a href="#">NQF 0024</a> CMS155v5	
	Well-Child visits in the First 15 months of life (5+)	<a href="#">NQF 1392</a>	
	% patients with ED visits receiving a follow up call		✓

## EXHIBIT A

### Oregon State Tax Law Provision

CareOregon, Inc. agrees to follow the below stated Oregon Revised Statute regarding tax laws of the State of Oregon:

**“CareOregon, Inc hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, CareOregon, Inc hereby covenants and agrees that CareOregon, Inc shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should CareOregon, Inc fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of CareOregon, Inc default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement.”**

September 29, 2016

Board of Commissioners,  
Clackamas County

Members of the Board:

Request for Approval of the January 2017 – December 2020 Older Americans Act  
Area Plan on Aging for Social Services Division Aging and Disability Services

<b>Purpose/Outcomes</b>	The Area Plan provides service deliver goals and objectives for the next 3 years of Older Americans Act (OAA) and Oregon Project Independence (OPI) funded agreements with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division
<b>Dollar Amount and Fiscal Impact</b>	Area Plan programs are funded by Federal OAA Funds and State General Funds designated for the OPI Program. Current Biennial Agreement #148991 totals \$5,664,703
<b>Funding Source</b>	Federal Older American Act & State General Fund - no County General Funds are involved.
<b>Duration</b>	Effective January 1, 2017 through December 31, 2020
<b>Previous Board Action</b>	Contract Approvals: 071615-A1, 122215-A1
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7282

**BACKGROUND**

The Social Services Division of the Health, Housing, and Human Services Department requests the approval of the Older Americans Act (OAA) Area Plan on Aging for January 2017 through December 2020. The Older Americans Act is “An Act to provide assistance in the development of new or improved programs to help older persons through grants to the States for community planning and services and for training, through research, development, or training project grants and to establish within the Department of Health, Education, and Welfare an operating agency to be designated as the *Administration on Aging*.”

Every three years the State Adults and People with Disabilities Division requires all 17 designated Area Agencies on Aging (AAA) in Oregon to submit a multi-year plan to show a comprehensive and coordinated system for the delivery of supportive services for older persons and persons with disabilities in their respective areas. The goal for providing these services is to assist older and disabled residents in meeting their individual needs by linking or providing them with resources and

services. This assistance enables them to live independent interactive lives for as long as possible. The Clackamas County plan includes the following sections:

- Agency Planning & Priorities – description of mission, values, and vision; planning process utilized for the plan development, and prioritization of discretionary funding.
- Planning & Service Area Profile – profile of population to be served; types of services to be funded; and other Community Resources.
- Issues Areas, Goals & Objectives – Local Issues Areas with Goals and Objectives for each issue areas.
- Area Plan Budget – OAA Budget by Service Category
- Services & Method of Service Delivery – list of funded services provided under Older American Act and Oregon Project Independence.

Approval and submission of this Plan is a contractual requirement of our revenue Intergovernmental Agreement for 2015-2017, and subsequent fiscal years through December 2020, with the State of Oregon, acting by and through its Department of Human Services, Adults and People with Disabilities Division. This revenue contract provides funding so older and disabled citizens of Clackamas County may obtain services from Social Services Division's Aging and Disability Services and its subcontractors. The Intergovernmental Agreement will be amended during this Plan's three year period as funding allocations and/or types of service change.

#### **RECOMENDATION**

We recommend the approval of this Area Plan for 2017-2020 and that Brenda Durbin, AAA/Social Services Director, Ann Meader, Clackamas County Aging Services Advisory Council Chair, and Richard Swift all be authorized to sign on behalf of the Board of County Commissioners as required by the Plan.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



2017-2020 Clackamas County Area Plan  
Executive Summary

Why we do an Area Plan

Every four years Clackamas County Social Services, the Area Agency on Aging for Clackamas County, is required to develop an Area Plan that describes how the agency will use federal Older American Act (OAA) funding and Oregon Project Independence (OPI) funding to assist residents of Clackamas County to remain independent, healthy, and engaged in their communities for as long as possible.

The Plan includes an overview of the agency, county demographic information, current services and programs available to seniors and their caregivers, an assessment of the need for services for older adults and adults with disabilities, and a detailed timeline of goals and activities that will be accomplished during the four year Plan period.

Detailed goals and activities for the following areas are included in the Plan:

- Information and Assistance
- Nutrition Services
- Health Promotion
- Family Caregivers
- Elder Rights
- Behavioral Health for Older Adults
- Volunteerism
- Age Friendly Communities
- Transportation

Successfully accomplishing the activities outlined in the Plan will help the county address Social Determinants of Health and create more Age Friendly Communities.

Demographics

Since the last Area Plan, Clackamas County's overall population has grown, including an increase in the number of older adults from 12.7 percent in 2010 to 16.7 percent today. While the overall number of people living below the poverty line is lower, the number of people aged 60 and older living in poverty has increased from 4,521 to 5,603. Similarly, the number of people with a disability has declined since the last Area Plan in all age groups except for those aged 65 and older, which increased from 18,717 to 19,692

While showing a modest increase, the minority population remains quite low, which creates challenges to providing culturally appropriate support. The lack of adequate public transportation continues to create challenges for seniors and people with disabilities who need to access services.

### Service Delivery Network in Clackamas County

Clackamas County is a large and diverse county, covering 1,879 square miles with 17 incorporated cities and towns, as well numerous unincorporated communities. The more urbanized northern section of the county contrasts with the rural southern and eastern portions. In order to serve older adults residing in all areas, Clackamas County Social Services (CCSS) utilizes a single entry approach, working with a comprehensive network of ten Senior, Adult or Community Centers, to ensure that every older adult has easy access to information and services.

Another key access point for services for older adults and persons with disabilities is the Aging and Disability Resource Connection, or ADRC. ADRCs utilize the skills of trained Information and Assistance Specialists to answer questions and direct older adults, caregivers and family members to services and supports. In operation since 2010, in 2013 the Clackamas Resource Connection became part of the regional Metro Aging and Disability Resource Connection and was renamed the Clackamas Aging and Disability Resource Connection.

In addition to the services and programs offered by CCSS, the service delivery system includes a Senior Citizens Council, Clackamas County Behavioral Health, four branch offices of State Department of Human Services/Aging and Persons with Disabilities, the Senior Community Service Employment Program (Title V) and Legal Aid Services of Oregon. CCSS has contractual relationships or active MOUs with all of these organizations.

### Planning and Review Process

Clackamas County Social Services (CCSS) conducted a needs assessment for older adults and persons with disabilities from the fall of 2014 through winter 2016. In partnership with other social service agencies, advisory committees, and adult community centers, CCSS documented individual needs and identified ways to make communities more age-friendly.

### Scope of Need

The community assessment found common challenges for older adults and persons with disabilities in both urban and rural communities in the areas of transportation, housing, warmth, social inclusion and food security. Poverty is an underlying cause of housing and food insecurity, and under-funded public transportation programs are creating challenges for many to access the services and supports they need to remain living independently in the community of their choosing.

### How can comments on the Area Plan be made?

CCSS will hold a number of public hearings on the Area Plan prior to its formal adoption. Comments made by public hearing attendees will be noted in the Area Plan. Comments may also be submitted to Valerie Skinner at [valerieski@clackamas.us](mailto:valerieski@clackamas.us) or by calling 503 650-5643.

*To obtain a complete copy of the Clackamas County Area Plan contact Valerie Skinner at 503-650-5643 or access the document via Social Services website at <http://www.clackamas.us/socialservices/>*



## **SOCIAL SERVICES DIVISION**

### **OLDER AMERICANS ACT AREA PLAN**

**2017-2020**

# Clackamas County Social Services

## 2017-2020 AREA PLAN

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## **A – 1 Introduction:**

Clackamas County Social Services is a division within the larger Clackamas County Health, Housing and Human Services Department that includes Behavioral Health, Public Health, Health Centers, Community Development, the Housing Authority, Community Solutions (workforce programs) and Children Youth and Families.

Clackamas County Social Services (CCSS) was created through the merger of the Area Agency on Aging and the Community Action Agency in the spring of 1982. The Area Agency on Aging (AAA) and the Community Action Agency (CAA) combine advocacy, program coordination and development activities with social programs to provide opportunities and services for the elderly, people with disabilities, low-income persons, rural residents, and communities of color in Clackamas County. In addition to being an AAA and a Community Action Agency, CCSS includes the County Developmental Disability Program, the County Veterans Service Office, and the Volunteer Connection.

The goal of the Area Agency on Aging is to provide services, supports and information that allow older adults (and in some cases depending on program guidelines, younger persons with disabilities) to live independently in the community of their choosing. This is done through direct programming, contracting with other organizations, engaging in regional collaboration, and planning efforts. The primary planning document that is used by the AAA to guide its work is the Area Plan.

The Area Plan describes how CCSS will meet the needs of older adults and persons with disabilities living in Clackamas County, and includes demographic information, a needs assessment, and specific goals and activities for a number of areas that are critical to the population, including Caregiver Services, Transportation and Legal Services. One area of focused attention for the agency and the Aging Services Advisory Council is the creation of Age Friendly Communities.

The Board of County Commissioners appoints the Aging Services Advisory Council (ASAC). ASAC consists of representatives of the general public who reside, work or serve those who live within the boundaries of Clackamas County. Over 50 percent of ASAC members are aged 60 and over.

Purpose of the ASAC is to:

- Serve as an advisory body to the Director of the Clackamas County Area Agency on Aging
- Advise the Clackamas County Area Agency on Aging on all matters relating to the development and administration of the Clackamas County Area Plan and advise the AAA on Area Plan operations conducted under the Plan and provide input on other areas of importance to the older adult population
- Review all requests for Clackamas County Area Agency on Aging Older Americans Act funding and make the findings of the AAA Advisory Council known to the applicant, the County and the State
- Evaluate the effectiveness of programs funded under the Clackamas County Area Plan and seek the advice of service recipients, the general public and service providers on services needed and how to improve existing services
- Advocate for maintenance and improvement of existing services and for the creation of additional needed services for older adults living in Clackamas County

## Service Delivery Network

Clackamas County is a large and diverse county, covering 1,879 square miles with 17 incorporated cities and towns, as well numerous unincorporated communities. The more urbanized northern section of the county contrasts sharply with the rural and frontier nature of the southern and eastern portions of the county. In order to serve older adults residing in all areas of the county, Clackamas County Social Services (CCSS) utilizes a single entry approach, working with a comprehensive network of ten Senior, Adult or Community Centers, to ensure that every older adult in Clackamas County has easy access to information and services. (Please note, for ease of reading each Center will be referred to as a Senior Center even if its actual title is Adult Center or Community Center). In 2010, Clackamas County launched the Clackamas Resource Connection, an Aging and Disability Resource Center (ADRC), to provide additional services for all residents of Clackamas County. In 2013 the Clackamas Resource Connection became part of the regional Metro Aging and Disability Resource Connection and was renamed the Clackamas Aging and Disability Resource Connection.

In addition to the services and programs offered by CCSS, the service delivery system in Clackamas County includes a number of organizations including ten Senior Centers, Senior Citizens Council, Clackamas County Behavioral Health, four branch offices of DHS/APD (State Department of Human Services/Aging and Persons with Disabilities), the Senior Community Service Employment Program (Title V) and Legal Aid Services of Oregon. CCSS has contractual relationships or active MOUs with all of these organizations.

### Focal Points

Nine of the ten Senior Centers are classified as Focal Points. Focal Points operate five days a week for a minimum of 32 hours per week, and adhere to the Clackamas County Policy on Aging (available in Attachment K). Focal Points combine people, services and activities. The typical Focal Point offers meals three to five times a week, information and assistance, community outreach, client assessment, transportation, social services, legal counseling, health promotion activities, recreation and social programs. The Focal Points in Clackamas County are:

- \* Canby Adult Center
- \* Estacada Community Center
- \* Gladstone Senior Center
- \* Lake Oswego Adult Community Center
- \* Milwaukie Center
- \* Molalla Adult Community Center
- \* Pioneer Community Center
- \* Sandy Senior and Community Center
- \* Wilsonville Senior Center

The Hoodland Senior Center does not have the capacity to fulfill the Focal Point criteria so is considered an Access Point.

### Clackamas County Social Services Programs operating under the auspices of the Area Agency on Aging

- Clackamas Aging and Disability Resource Connection – connecting older adults, persons with disabilities, their families and caregivers, with information about needed services and supports
- Oregon Project Independence (OPI) - a state funded program for those not financially eligible for Medicaid and who need assistance to remain living independently in their homes
- Options Counseling – supporting individuals, families and support networks in developing informed long-term care plans.

- Care Transitions – reducing the number of preventable hospital readmissions by providing evidenced-based transitions for persons being discharged from hospitals

#### Volunteer Connection Programs

- Family Caregiver Support (FCSP) – helping unpaid family caregivers with information, support and respite
- Transportation Reaching People (TRP) – providing transportation to older adults and persons with disabilities to medical, shopping, work, and other vital appointments
- Retired Senior Volunteer Program (RSVP) – helping older adults stay active and engaged in their communities through volunteer services
- Senior Companion Program (SCP) – providing stipends to low-income older adults so they can stay independent while providing companionship and support to other older adults
- Senior Health Insurance Benefits Assistance (SHIBA) – helping Medicare beneficiaries understand their health insurance benefits
- Money Management – assisting older adults and adults with disabilities who need help with budgeting, balancing checkbooks, and bill paying

#### Community Action Programs

- Energy Assistance – seniors and persons with disabilities are prioritized populations for this program, which assists low-income households to pay their utility bills. In FY 14/15, 15 percent of all individuals served in the program were over the age of 60, and 19 percent of program participants had a disability.
- Housing Programs – Seven programs that provide housing assistance and case management for individuals and families experiencing homelessness
- Housing Rights and Resources – a partnership between CCSS, Legal Aid Services of Oregon, and the Fair Housing Council of Oregon regarding fair housing and landlord tenant issues as well as general and low-income housing resources.

#### Regional Programs

- Older Adult Behavioral Health Initiative - In early 2015, the Oregon Health Authority launched the Older Adult Behavioral Health Initiative. This initiative examines the current systems for delivering behavioral health services to older adults and people with disabilities. The goal of the initiative is to increase access to care and services through more effective multi-system collaboration and coordination through a well trained workforce with competencies in older adult behavioral health.
- Older Adult Behavioral Health Interventions - In mid-2015, Clackamas County Social Services, in partnership with our regional Aging and Disability Resource Connection (ADRC) established capacity to provide older adult behavioral health services throughout the region. Evidence-based services provided to older adults include PEARLS (Program to Encourage Active Rewarding Lives for Seniors), and an outreach program specifically for older adults and persons with disabilities.
- Dementia Capable Training – Providing person-centered training for ADRC staff and partner agencies who work with individuals experiencing dementia, their family members and caregivers

#### Senior Programs Operating in Clackamas County Not Provided by CCSS

- DHS/APD – providing Medicaid Long Term Care services and Adult Protective Services

- Senior Citizens Council – providing guardianship and guardianship diversion services, and case management
- Legal Aid Services of Oregon – providing legal services to low-income seniors
- Senior Community Service Employment Program – assisting low-income people over the age of 55 with skill training and job search activities

### Services to Younger Persons with Disabilities

Several of the programs operated by CCSS serve younger persons with disabilities. These include the ADRC and Housing Rights and Resources Information and Referral lines, TRP (Transportation Reaching People), SHIBA and Money Management.

### **Coordination and Planning**

Coordination and planning among all providers of services to older adults in Clackamas County occurs in a number of venues, both ongoing and ad hoc.

The Transportation Consortium convenes all Clackamas County providers of special needs transportation three times a year to coordinate services, share best practices, and meet with representatives from Ride Connection. CCSS prepares annual Special Transportation Fund (STF) funding requests for Consortium members. In the funding cycle covering the year 2014 to 2016, grant awards totaled \$901,509. For the 2016-2018 period, the amount increased to \$940,392. CCSS also participates in regional Special Needs Transportation coordination by participating in the RTCC (Regional Transportation Coordinating Council) and staff, as well as ASAC members, sit on the Special Transportation Fund Advisory Committee (STFAC).

The CCSS Administrative Services Manager and the Aging and Disability Services Contract Specialist meet quarterly with all aging services contractors to review changes to program requirements, coordination of services, and to share best practices.

The Client Service Coordinators at all Senior Centers are required to attend at least four of the bi-monthly Information and Referral Networking meetings and meet as a group after the I&R meetings two or three times a year to share best practices and staff cases.

CCSS maintains a strong working relationship with the local DHS/APD office. The APD District Manager regularly attends ASAC meetings. Staff new to the APD office are invited to meetings that orient them to the services offered by the county. To further coordination of services and referrals, the two agencies have a Memorandum of Understanding for Gatekeeper Referrals and Adult Protective Service calls.

CCSS and APD participate in a regional forum that brings together staff from the two Coordinated Care Organizations that operate in the region (Health Share and Family Care), the Area Agencies on Aging serving the region, the four DHS/APD offices serving the region, and the Behavioral Health agencies that serve the region. Memorandums of Understanding are in place with Coordinated Care Organizations.

The Metro ADRC Operations Committee is staffed by CCSS staff, and meets every other month to provide direction and support for the Metro ADRC. The group recently completed a comprehensive Strategic Plan which will assist in guiding and prioritizing regional ADRC activities over the next three years. In months when the Operations Committee does not meet, directors from the Area Agencies on Aging, Independent Living Resources, and the APD district managers meet to discuss issues of regional importance.

The Adult Center Liaison sub-committee of the Clackamas County ASAC regularly reviews and comments on nutrition services provided by contractors and reports its findings to the full council at the annual council training.



Any person seeking additional information on the Area Plan, or with any questions related to the programs and services operated by Clackamas County Social Services, can contact the agency director, Brenda Durbin, at 503-655-8640.

## **A – 2 Mission, Vision, Values:**

### Clackamas County Social Services Mission Statement

The Social Services Division seeks to provide quality services and meaningful opportunities for elderly, disabled, and low-income residents of Clackamas County. Through citizen participation and the efforts of the boards, staff, and volunteers, we recognize the importance of planning and coordinating with other agencies and organizations, and the importance of developing new programs and approaches to effectively meet identified needs. Finally, we recognize the vital role of advocacy. Individual advocacy helps to guarantee rights and ensure access. System-wide advocacy--on the local, state, and federal level--helps to ensure a broad focus on the important issues affecting the populations we are committed to serve.

### Clackamas County Social Services Values Statement

All participants (clients; board, committee and task force members; volunteers and paid staff; contract agencies and other organizations; the general public) shall be treated with dignity and respect.

Anticipation, responsiveness, and innovation are expected in working with each other on the needs of the elderly, disabled, and low-income people of Clackamas County. An open environment, one that is non-bureaucratic and accessible is expected; participants will have every opportunity to be involved in decision making (except as relates to legitimate confidential matters).

The Mission Statement was approved by the Clackamas County Board of Commissioners more than 25 years ago. Each new employee is invited to attend a meeting with the agency director where the Mission and Values statements are reviewed and discussed. It is expected that every member of the staff adheres to these values at all times. A piece of the Values Statement has been memorialized in the agency's office by a painting, painted by a former staff member, with the words "Everyone will be treated with dignity and respect" in three languages; English, Spanish and Russian.

More recently, the agency has posted "Safe Space" signs in all public areas, indicating that people from all backgrounds, all gender identifications, and all sexual orientations are welcome in the agency.

## **A – 3 Planning and Review Process:**

Clackamas County Social Services (CCSS) conducted a needs assessment for older adults and persons with disabilities from the fall of 2014 through winter 2016. In partnership with other social service agencies, advisory committees, and adult community centers, CCSS documented individual needs and identified ways to make communities more age-friendly.

Components of the needs assessment include:

- Focus groups with older adults who utilize Senior Center services, both in rural and urban settings
- Older adults with low-incomes
- Surveys documenting the experiences of older adults and persons with disabilities, caregivers, and social service staff (offered in Spanish and English)
- Surveys and focus groups to understand the transportation challenges of older adults
- Surveys to learn about how older adults use technology
- Focus groups with organizations addressing food security
- A review of annual agency program reports

- US Census data
- Oregon Department of Human Services data
- 2015 Clackamas County Poverty Report
- 2015 Food Security Roundtable
- 211 Info data
- Feeding America data
- Oregon Food Bank data
- 2015 Point in Time Homeless Count
- Targeted outreach to organizations serving gay, lesbian, bisexual and transgender older adults
- ADRC call data

### **Scope of Need**

The community assessment found common challenges for older adults and persons with disabilities in both urban and rural communities in the areas of transportation, housing, warmth, social inclusion and food security. Poverty is an underlying cause of housing and food insecurity, and under-funded public transportation programs are creating challenges for many to access the services and supports they need to remain living independently in the community of their choosing.

### Transportation

Survey and focus group participants described the need for greater transportation options, both in rural and urban communities. This was especially true for non-medical transportation such as running errands, attending cultural events or visiting friends. Evenings and weekends were the times of greatest need. Many participants reported relying on friends or family, or Senior Center shuttles for transportation. However, many said there were places they wanted to go but simply couldn't for lack of public transportation.

For those respondents who still drive, many said that in addition to friends or family, they would depend on public transportation when they can no longer drive. However, almost half said there is not adequate public transportation and another 8 percent said they didn't know if there was adequate public transportation. Almost 30 percent said there is not adequate special needs transportation and an additional 20 percent said they do not know whether there is or not adequate special needs transportation. These figures show that while people expect they will depend on public transportation at some point, they don't believe the resources will be there to help them when they need it.

### Housing Affordability

Affordable housing is a serious concern for many survey and focus group respondents. The 2015 *County Report on Poverty* found that 6.2 percent of older adults are living in poverty. The report adds that disproportionately higher healthcare costs may exacerbate challenges that lower income older adults and persons with disabilities have in meeting their basic needs.

Clackamas County has the third highest property taxes in the state, and rental prices have been steadily rising. Adding to this is an increase in no-cause evictions associated with properties being sold or rented at a higher cost. Of the survey respondents, more than 30 percent said they disagreed or strongly disagreed that their rent or mortgage was affordable and would remain so. The issues raised in the survey are echoed by callers to 211info. Among callers in 2015, almost 20 percent were over age 50. The vast majority of callers live at or below the poverty line, and more than 2,000 housing assistance calls were made to 211info during the first three quarters of 2015. Housing affordability is especially challenging for people of color. The 2013 US Census data shows

that African Americans comprise about 1 percent of the county's population, yet 22.4 percent are living in poverty. American Indians/Alaska Natives comprise 1.1 percent of the county's population but approximately 25 percent are living in poverty. Among the people surveyed in the 2015 Homeless Count, two percent were over age 65.

### Warmth

Energy costs can fluctuate throughout the year, which is especially burdensome for people on fixed incomes such as older adults and persons with disabilities. The county's energy assistance program receives over 17,000 calls annually from people who cannot afford to pay their heating bills. The program offers assistance with paying bills as well as home weatherization and works on a priority basis, serving older adults, persons with disabilities, families with children six and under first, and then all others. During fiscal year 2014/15, 3,936 individuals over the age of 60 or persons with a disability received assistance paying their home energy bills.

### Social Inclusion

A 2015 Clackamas County survey of older adults found that older adults with lower incomes are unable to afford computers or smart phones, and of those who do have them, there is great interest in technology training. The lack of digital access can contribute to isolation for those who are home bound or prevented from accessing social and cultural opportunities due to lack of transportation. This may be especially challenging for communities of color seeking to connect with people who have shared experiences. For example, a rural focus group participant lamented the lack of easy access to regional gatherings of SAGE, a peer support organization dedicated to gay and lesbian older adults.

Among survey respondents, about 12 percent said they feel isolated in their home, and about 17 percent said they do not feel actively engaged in their community. A majority said that they do not know if home visitors are available for homebound people, but about an equal number feel this is an important service to have.

### Food Security

Like energy and rental costs, food prices can present a disproportionately high cost for low-income people. Many older adults rely on home delivered meals, as well as congregate meals, of which 237,932 were served in fiscal year 2014/2015. The Oregon Department of Human Services data shows that in 2014, only 8.4 percent of the total older adult population living below the poverty line in Clackamas County received help from the Supplemental Nutrition Assistance Program.

Persons with disabilities are also at risk of food insecurity and are more likely to suffer from chronic conditions that are made worse by poor nutrition. The US Census Bureau reports that 11.52 percent of Clackamas County residents, 43,647 people, have a disability. 34 percent individuals with a disability are over the age of 65.

As in other areas, people of color are hardest hit by food insecurity due to income disparities.

There are more than 50 food pantries throughout the county, however, many have limited hours and transportation to them can be a barrier for individuals without access to reliable transportation.

### Review Process

The Aging Services Advisory Council provided feedback throughout the development of the Area Plan and the Needs Assessment. The Board of County Commissioners will be responsible for adopting the Area Plan in the fall of 2016.

Efforts to ensure that the needs of Latino community members are reflected in the Plan included offering the survey in Spanish and reaching out to Latino service organizations. The response rate for the survey among this

population was small (about 3 percent). Additional population data from a recent health department survey that engaged larger numbers of Latino community members will be reviewed when it becomes available. Survey respondents included about 13 percent people of color. Additional outreach was made toward the LGBTQ community, including a focus group. Again, response was small but valuable information was shared.

The focus groups, and emphasis on working with Senior Center staff to implement the surveys, helped garner responses from people with no computer access, limited vision or other disabilities, as well as people with limited English proficiency, which could make the online survey difficult to complete.

This plan aligns with the work of the county's Community Action Board (CAB). The board is currently updating its Action Plan, which includes a needs assessment and gap analysis. One area of overlap between the needs of older adults, as defined in the Area Plan, and the needs of lower income residents, as defined in the Community Action Plan, is the need to ensure easy access to nutritious food.

#### **A – 4 Prioritization of Discretionary Funding:**

Clackamas County Social Services prioritizes discretionary OAA and non-OAA funding for programs and services that help people remain living in the community of their choice with safety and dignity. OAA IIIB dollars are sometimes used to fill the gap between what funding for a designated program, like Special Needs Transportation programs, can support and what the program actually costs to operate. The actual support for each program can change from year to year depending on the funding level for the core program. For example, a decrease in state funding for Options Counseling resulted in a need to support that program with OAA funds in FY 15/16, where in FY 14/15, state funds covered the entire cost of the program. The flexibility of OAA title IIIB funds allows the agency to smooth out the ups and downs of other funding and create a more consistent service delivery system.

#### Non-OAA Discretionary Funding

##### County General Funds

One of the goals of the Clackamas County Board of Commissioners is to ensure that communities are safe, healthy and secure. In response to the needs of vulnerable older adults and persons with disabilities, the county's Abuse Prevention Initiative includes funding for the Senior Citizens Council to serve an additional 25 people in their guardianship program. Funds have also been allocated for forensic accountant services to aid in the prosecution of those who financially take advantage of vulnerable residents.

##### Community Services Block Grant

The Community Services Block Grant (CSBG) is one of the core funding sources for Community Action Agencies. CSBG can be used to support any program that serves individuals whose income is less than 125 percent of the Federal Poverty Level. CCSS uses CSBG funds in the following program:

- ADRC Information and Referral
- Transportation Reaching People
- SHIBA
- Senior Companion Program
- Housing Programs

##### Agency Fund Balance

CCSS utilizes undesignated fund balance to support a variety of programs. The primary use of fund balance is to help cover increases in personnel costs. The fund balance available for this purpose has diminished over

time. In FY 16/17 the agency will work with advisory council members and other stakeholders to determine how fund balance will be used in the future.

### OAA Discretionary Funding

Programs funded by OAA IIIB discretionary dollars that are administered directly by CCSS include ADRC Information and Referral, Options Counseling, Transportation Reaching People, SHIBA, and Senior Companion.

OAAIIIB dollars are also subcontracted to ten Senior Centers operating in Clackamas County. Services offered by our contractors include: Case Management, Reassurance, Information & Assistance, Transportation, Guardianship, Legal Assistance, Public/Community Outreach,

### **Waitlists**

Currently CCSS operates one AAA program that maintains waiting lists; Oregon Project Independence.

*Oregon Project Independence (OPI)*– Current clients will be prioritized for OPI services when these services are needed in order for the recipient to maintain their independence and safety. New clients are added to the program as capacity and budget allows.

When OPI budget constraints do not allow for the immediate start of in-home services consumers will be placed on a waiting list. Prioritization of services is based on the state standardized OPI Risk Tool (SDS 287J) that measures the risk for out-of-home placement. Consumers with the highest risk scores are given priority on the waiting list. In June of 2016, there were 279 individuals on the OPI waiting list.

All consumers placed on the OPI waiting list are offered Options Counseling services to assist them in exploring alternative options to meet their stated needs and preferences.

### **Potential Changes in Service Levels**

The Clackamas County 2017-2020 Area Plan does not include any specific program reductions. However, over the course of the four year period covered by the Plan, program reductions may need to occur. Oregon is facing a billion dollar budget shortfall for the 2017/19 biennium. If new funds are not secured, it is likely that programs receiving state general funds will see reductions in funding. One of the issues that is causing the anticipated state budget deficit is the Public Employees Retirement System (PERS) issue. As a public entity, Clackamas County will also see its PERS costs rise. The County has a contingency plan to cover some of these increases, but the ultimate costs to programs is not yet known. An additional challenge to maintaining the current level of programming is the agency's historic reliance on fund balance and the fact that this is a diminishing resource.

In the face of these challenges, the agency will continue its ongoing efforts to secure new funding. At the same time, in FY 16/17, the agency will embark on a comprehensive analysis of the impact of each of its program so that, if program reductions are necessary, they will be done in a way that will minimized impact to vulnerable people.

### **Process for Determining Priority Services**

#### Criteria

Programs that serve older adults who:

- Have incomes under 185 percent of Federal Poverty Level
- Have a physical or mental disability

- Are culturally, geographically or socially isolated
- Are members of a community of color or other underserved community
- Encounter language barriers; and
- Programs that support independent living

These criteria are based on the priority populations as described in the Older Americans Act and reflect the rural nature of Clackamas County. The overall goal of all OAA funded programs is to help people live independent, socially connected lives.

Factors influencing the prioritization of services include the need to maintain existing, high functioning programs and those that leverage other funding sources including Community Services Block Grant (CSBG) and Corporation for National and Community Service (CNCS).

## **SECTION B – PLANNING AND SERVICE AREA PROFILE**

### Demographic Information

Since the last Area Plan, Clackamas County’s overall population has grown, and there has been a significant increase in the number of older adults residing in the County. According to US Census Bureau estimates, Clackamas County’s population of seniors ages 62 and older has grown since the last Area Plan, from 60,400 (16.3 percent) to 73,452 (19.1 percent.)

As a whole, Clackamas County residents are mainly white (89.6 percent) and thirty-one percent of all county residents reside in rural areas. For those 60 and older, only 5.4 percent identify as non-white or multiple races. According to the 2010 Census, the over 60 population in the rural parts of Clackamas County is 28,036, or 36 percent of the 60+ population.

Since the last Area Plan the percentage of Hispanic and Latino residents aged 60 and older has increased from 1.7 percent to 2.2 percent. The overall Hispanic population has also increased, from 7.3 percent to 8 percent.

The overall number of people living below the poverty line is slightly higher in 2016 than it was in the 2010 census, as is the number of people aged 60 and older living in poverty, which has increased from 4,139 to 5,603. This means that 6.6 percent of the people 60 and older in Clackamas County live below the poverty level.

The number of people with a disability has declined since the last Area Plan in all age groups except for those aged 65 and older, which increased from 18, 717 to 19,692.

### Transportation

More than 8,000 households in the county do not have a motor vehicle and an estimated 14 percent of the county's population is without public transportation. Lack of access to a personal vehicle, combined with a fragmented and incomplete public transportation system, means that many older adults and adults with disabilities living in the county do not have reliable transportation. Seniors living in rural areas are isolated if they do not drive, however, focus group participants in urban areas also reported feeling isolated because of little or no public transportation options. Among survey respondents, nearly 50 percent disagree or strongly disagree that there is adequate public transportation in their community.

### Older Adults in the Workforce

The percentage of people aged 65 and older in the workforce has remained steady since the last Area Plan, at about 38 percent.

### Health

The county has slightly more favorable or comparable health outcomes with neighboring counties in several key areas such as types of cancers, heart disease deaths and adults engaging in physical activities, according to the *2013 Health Status Assessment*. The report does, however, point to areas of concern, some of which are associated with low-income, under-served populations. For example, Clackamas County adults report eating fewer fruits and vegetables, and have higher rates of smoking and obesity than in neighboring counties. Poverty is strongly correlated with poor nutrition and food insecurity. Both of these are risk factors for diminished emotional health, and greater risk for chronic disease. A particular challenge is the lack of comprehensive affordable dental care. While Medicare may help seniors get occasional cleanings, more complicated dental care must be paid for out-of-pocket.

## Housing

Older adults and adults with disabilities face many challenges finding affordable housing throughout Clackamas County. Of the more than 1000 people who called the Clackamas County Coordinated Housing Access program in 2015, more than 600 either had a disabling condition or a member of their household did. This program helps individuals and families experiencing a housing crisis find a place to live. However, for each of the 15 housing providers operating in the County, an average of 76 people are on a waiting list. For some programs the waiting list is as high as 162.

Similarly, 211Info reports that, of the 2,245 calls received in 2015 from Clackamas County residents seeking housing assistance, nearly 20 percent of callers were over 50 years old.

The Aging and Disability Resource Connection assists community members with a variety of social service concerns. Between November 2014 and October 2015, 17 percent of the callers with housing needs such as finding a homeless shelter, rent assistance, or home repairs, were over age 70.

## Food Insecurity

It is difficult to obtain data showing the food insecurity for seniors and people with disabilities, but there is ample research indicating food insecurity is greatest among those with lower incomes and less access to grocery stores. The rural nature of much of Clackamas County, combined with a less than adequate public transportation system, means that many older adults and adults with disabilities struggle to get enough nutritious food. From poverty data and demographics of participants in the Supplemental Nutrition Assistance Program (SNAP), food insecurity rates can be inferred. In 2014, only 8.4 percent of the senior population living below the poverty line in Clackamas County received SNAP, according to the Oregon Department of Health and Human Services. The Food Research & Action Center reports that, nationally, half of food insecure households that include adults with disabilities experience “very low food security,” compared to one-third of all food insecure households.

## Survey Results and Information from Focus Groups

A survey was administered, and focus groups conducted in order to obtain information about the current state of older adults and adults with disabilities in Clackamas County. 171 people responded to the survey, 19 people participated in focus groups held in senior centers around the county. Certain concerns were expressed by nearly all participants, including the rising cost of housing, lack of dental care, and inadequate public transportation which leads to isolation, difficulty running basic errands, and challenges getting to medical appointments.

Survey respondents who indicated the highest level of need are those who have a disability, are living below the poverty line, and live in rural areas. Areas where they indicated the greatest need include walkable communities, adequate public transportation, and feeling engaged in their community.

Of the 171 respondents, many expressed a lack of awareness about social services, pointing to areas where additional outreach is needed. The number of people who answered “I do not know” is shown in parentheses next to the related statement.

- Home visitors are available for those who cannot leave their home (72)
- There is a driver network to assist people who cannot drive themselves (56)
- Assistance is available for home repairs and maintenance (54)
- There is adequate Special Needs Transportation (37)



### *Minority Populations*

Fourteen individuals who identified as non-white completed the survey that was administered as part of the development of the Area Plan. While there were many areas of overlapping responses between people of color and white respondents, there were some critical differences.

Non-white respondents were more likely to **disagree, strongly disagree, or mark “do not know”** in response to the following the statements:

- *My rent/mortgage is affordable now and in the foreseeable future (nearly twice as likely)*
- *Long-term care options are available in my community (twenty percent more likely)*
- *Respect, kindness, and courtesy are shown to older adults and people with disabilities (more than twice as likely)*
- *I always know who to call in an emergency (thirty-three percent more likely)*
- *I have an emergency plan (almost 10 percent more likely)*

And, 40 percent seldom or never participate in physical activities to improve strength and balance, as compared with 27.9 percent of white respondents.

### *Caregivers*

Those caring for an older adult or a person with a disability have certain areas of concern that aren't reflected as strongly among non-caregivers.

*Caregiver respondents* were more likely to **disagree, strongly disagree, or mark “do not know”** in response to the following the statements:

- *My community is walkable (about 20 percent more likely)*
- *Public buildings are accessible to people with different abilities (around 10 percent more likely)*
- *There is adequate public transportation (almost 20 percent more likely)*
- *There is adequate special needs transportation (about 14 percent more likely)*
- *There is a driver network who will provide rides for people who cannot drive themselves (about twice as likely)*
- *My rent/mortgage is affordable now and in the foreseeable future (just over 14 percent more likely)*
- *There are long-term care options available in my community (almost 12 percent more likely, however, a higher percentage of non-caregivers marked “I don't know”)*
- *Respect, kindness, and courtesy are shown by the community towards older adults and people with disabilities (about nine percent more likely)*
- *Home visitors are available for those who do not or cannot leave their homes (more than twice as likely, although 50 percent of non-caregivers said they do not know)*
- *I can access healthcare professionals (nearly 10 percent more likely )*
- *I can access mental health professionals (close to six percent, although a significantly higher percentage of non-caregivers marked “I don't know”)*

And, 28 percent said they seldom get the help they need for caregiving.

### *LGBTQ Community*

A focus group attended by a small number of LGBTQ seniors living in Clackamas County elicited the following insights.

The primary concerns for older LGBTQ community members were expressed by two members of SAGE, a regional advocacy and community-building group for LGBTQ people ages 60+. Participants shared many of the same concerns heard by other seniors in the county. These include the rising cost of housing which is forcing seniors to move, limited public transportation which leads to isolation, and a need for help with housekeeping. Concerns specific to the LGBTQ population include a lack of gay-friendly housing. Many LGBTQ seniors may feel they have to keep their sexual orientation secret in order to get along in senior housing and in smaller communities in the county. It was noted that some members of this population move to Multnomah County which is perceived to be more welcoming. Suggestions for improving conditions include:

- Political leaders openly welcoming LGBTQ community members so they feel safe
- Specific welcoming outreach by housing and medical facilities, and a higher profile at community events
- More support groups throughout the county, including Behavioral Health support groups
- A county-sponsored group that meets regularly to address issues important to this population
- LGBTQ-friendly doctors; this is especially needed for transgender people.

### *Hispanic Community*

Several attempts were made to pull together a focus group of Hispanic elders but were not successful, even though Department has a full time Minority Outreach worker. The lack of success indicates a need for the agency to make more efforts to connect with the Hispanic community. A very comprehensive study done on Hispanic elders for the 2013 Area Plan showed that this community tends to rely heavily on family members for support.

### *Rural Residents*

Overall rural residents gave a wide range of responses, but those in a Small Rural Town (population under 25,000) expressed the greatest number of concerns. Fifty percent earn \$21,999 or less annually, whereas a majority of those in rural cities or remote rural agricultural or woodlands earn at least \$41,000

A majority of Small Town Rural respondents were more likely to **disagree, strongly disagree, or mark “do not know”** in response to the following the statements:

- My community is walkable
- Street signage is adequate and easy to see
- Home maintenance help is available
- There is adequate public transportation

And a near even split agree or disagree with the following statements:

- My rent/mortgage is affordable and will stay so in the future
- I can access information of interest
- I can access mental health professionals

The areas of highest concern among all rural residents differed in certain areas as compared with urban and suburban respondents.

*Rural respondents were* more likely **disagree or strongly disagree** with the following statements:

- My community is walkable (*more than 15 percent more likely*)
- Street signage is adequate and easy to see (*almost 17 percent more likely*)
- There are long-term care options available in my community (*slightly more likely*)

This demographic was also about twice as likely to say they seldom or never know who to call when help is needed. And among those caring for a friend or relative, almost twice as many said they seldom or never get the support they need

The few differences between the responses of those 71 and older and those younger are shown below.

*Respondents who are 71 or older were:*

- almost eight percent more likely agree or strongly agree that they feel isolated in their home
- nearly five percent more said they seldom or never walk around their neighborhood
- almost five percent more seldom or never engage in physical activities or exercises to improve strength and balance
- about 10 percent more earn \$21,999 or less annually

An open ended question asked, “If you could no longer drive, how would you get around?” Across all categories, the top three responses were the same:

- Friends/Family
- Public Transportation
- Senior Center Shuttle

Other responses included, “I would have to move” and “I would be stuck at home.” It is clear that residents are counting on public transportation of some kind to help them stay at home and meet their normal daily needs. However, the survey shows that many don’t think the current transportation system is adequate.

The other open ended question was, “*Please add any additional comments or insights that you would like to tell us.*” Answers ranged from a request for better survey outreach to people with disabilities, to a call for more social service assistance in mobile home parks. The complete responses are available as an appendix.

### In Summary

The analysis of demographic trends, survey results, focus group input and a review of a variety of reports and studies support the strategies that have been used by Clackamas County Social Services in the past; namely, focusing on low income rural residents though a strong Information and Referral presence and a vibrant network of Senior Centers . The results also support the focus that the agency has on meeting transportation needs, and the emerging focus on affordable, accessible housing. The lack of minority participation in the survey and focus groups highlights the need to continue to work on increasing access to the services provided by the agency and its contractors.

**Total Population** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014)

Report Year	Total Population
2013	370,479
2016	384,697

**Senior Population by Age in Clackamas County** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014)

Report Year	*Population (Total all ages)	Ages 60 to 64	Ages 65 to 74	Ages 75 to 84	Ages 85 years and over
2013 Area Plan	370,479	22,177(6%)	25,358 (6.8%)	15,312 (4.1%)	7,310 (2%)
2016 Area Plan	384,697	27,473 (7.1%)	33,516 (8.7%)	16,193 (4.2%)	7,725 (2%)

**Population (all ages) by Race Alone**

The number of those identifying as Black or African American, Asian or some other race increased, the number of those who identify as white decreased slightly. (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014)

Report Year	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or other Pacific Islander	White	Some Other Race	Two or More Races
2013 Area Plan	0.7%	0.6%	3.4%	0.3%	89.6%	1.8%	3.5%
2016 Area Plan	1.0%	0.6%	4.1%	0.3%	88.6%	2.4%	3.1%

**Population Age 60+ by Race Alone, Percent** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014) *Note: The 2013 Area Plan used Census, which showed race data that was broken differently than more recent data, for example “white alone or in combination” is no longer presented as such. For comparison’s sake, the 2016 Area Plan uses only 60+ by one race.*

Report Year	White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
2013 Area Plan	95.1%	0.5%	0.4%	2.4%	0.1%	0.4%	1.0%

Report Year	White	Black or African American	Native American / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Some Other Race	Multiple Race
2016 Area Plan	94.6%	0.5%	0.6%	2.9%	0.0%	0.5%	0.9%

**Population Age 60+ by Ethnicity Alone, Percent** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014, Portland State University Population Research Center) Hispanics may be of any race, so also are included in applicable race categories

Report Year	60+ White Alone, Not Hispanic or Latino	Percent Hispanic / Latino (60+)
2013 Area Plan	93.9%	1.7%
2016 Area Plan	93.0%	2.2%

**Population Aged 60+ in the Workforce** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014)

Report Year	Aged 60 and Older
2013 Area Plan	28.7%
2016 Area Plan	30.4%

**Population with Any Disability by Age Group** (Source: U.S. Census American Community Survey, 2010-2014)

Report Year	Under Age 18	Age 18 - 64	Age 65 +
2013 Area Plan	5,200	23,249	18,717
2016 Area Plan	3,874	22,211	19,692

**Over 60 population in the rural parts of Clackamas County** (Source: US Census Bureau, 2010)

Report Year	Age 60+
2013 Area Plan	28,036 (36%)
2016 Area Plan	Current data not available

**Estimated Percent of People Who Speak a Language other than English at Home** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014)

Report Year	Non-English Speakers over 5 years of age	Age 65 and Older Spanish or Sp. Creole	Age 65 and Older Indo-European languages	Age 65 and Older Asian or Pacific Island languages	Age 65 and Older Other Languages
2013 Area Plan	11.2%	724	1275	879	152
2016 Area Plan	11.9%	915	1388	1,063	182

**Population Below 100% Federal Poverty Level – Total and 60 and Older** (Source: U.S. Census American Community Survey, 2006-2010 and 2010-2014, percentage of Population for whom poverty status is determined)

Report Year	Percent Population (all ages) in Poverty	Percent Population 60 and older in Poverty
2013 Area Plan	33,187 (9.0%)	4,139 (5.9%)
2016 Area Plan	37,031 (9.7%)	5,603 (6.6%)

**Food Insecurity Rate** (Source: Community Commons)

Report Area	Total Population	Food Insecure Population, Total	Food Insecurity Rate
Clackamas County, OR	384,697	47,990	12.47%

**Households with No Motor Vehicles** (Source: Community Commons, US Census Bureau American Community Survey 2010-2014 estimate)

Report Area	Households with No Motor Vehicle	Percentage of Households with No Motor Vehicle
Clackamas County, OR	8,106	5.49%

**Self-Sufficiency Income.** The Self-Sufficiency Standard was developed at the University of Washington to address the shortcomings of Federal Poverty Level and Average Median Income by establishing incomes based on the cost of basic services and needs in a given area. Self-sufficiency Income takes into account:

- Housing costs
- Child Care costs
- Food
- Transportation
- Health Care
- Taxes and Tax credits
- Age ranges of children

Self Sufficiency for Clackamas County 2014								
Monthly Costs	Adult	Adult + Preschooler	Adult + Infant Preschooler	Adult + Preschooler School-age	Adult + School Age Teenager	Adult +	2 Adults +	2 Adults +
						Infant Preschooler	Infant Preschooler	School-age
Housing	\$807	\$961	\$961	\$961	\$961	\$1,417	\$961	\$961
Child Care	\$0	\$880	\$1,977	\$1,377	\$498	\$2,474	\$1,977	\$1,377
Food	\$257	\$389	\$510	\$585	\$678	\$689	\$732	\$803
Transportation	\$279	\$287	\$287	\$287	\$287	\$287	\$547	\$547
Health Care	\$125	\$383	\$395	\$401	\$430	\$414	\$451	\$457
Miscellaneous	\$147	\$290	\$413	\$361	\$285	\$528	\$467	\$415
Taxes	\$425	\$878	\$1,343	\$1,087	\$614	\$1,951	\$1,422	\$1,163
OR Working Family Child Care Credit (-)	\$0	\$0	\$0	\$0	(\$179)	\$0	\$0	\$0
Earned Income Tax Credit (-)	\$0	\$0	\$0	\$0	(\$85)	\$0	\$0	\$0
Child Care Tax Credit (-)	\$0	(\$50)	(\$100)	(\$100)	(\$55)	(\$100)	(\$100)	(\$100)
Child Tax Credit (-)	\$0	(\$83)	(\$167)	(\$167)	(\$167)	(\$250)	(\$167)	(\$167)
<b>Self Sufficiency Income</b>								
Hourly	\$11.59	\$22.35	\$31.93	\$27.23	\$18.56	\$42.10	\$17.87 (per adult)	\$14.51 (per adult)
Monthly	\$2,039	\$3,934	\$5,620	\$4,793	\$3,267	\$7,410	\$6,290	\$5,458
Annual	\$24,469	\$47,211	\$67,442	\$57,515	\$39,208	\$88,924	\$75,485	\$65,490

Between 2008 and 2014 (the most recent data available) the salary needed to be self-sufficient in Clackamas County increased by 16 percent. The Federal Poverty Level (FPL) was established in 1964 as a way to measure if a family's income was adequate to cover basic needs. FPL assumes that a family of three will spend one third of its income on food. This is no longer correct, but the formula has not been revised.

The FPL does not take into account costs of living such as housing, transportation, taxes, or medical care. The FPL is not adjusted for differences in cost of living by area of the country.

**2015 Federal Poverty Level**

Persons in Family/Household	Poverty Guideline
1	\$11,770
2	\$15,930
3	\$20,090
4	\$24,250
5	\$28,410
6	\$32,570
7	\$36,730
8	\$40,890

## **B – 2 Target Population:**

In Clackamas County, regular outreach about available services, coupled with the provision of high quality Information and Referral services, helps to ensure that all interested seniors, persons with disabilities, and their caregiving networks are aware of available services. A network of ten senior centers provide services throughout the PSA including residents living in rural areas. The Metro Aging and Disability Resource Connection (ADRC) coordinates ADRC activities throughout the Portland Metro region, including Clackamas County. Calls from Clackamas County residents average 142 per month. In addition, ADRC staff regularly attend health and information fairs where information on services to seniors is made available. Examples include Senior Market Days at local Farmers Markets, Gay and Gray Expo, Portland Pride, the Clackamas County Latino Festival, and Clackamas County Compassion Events. ADRC staff also host a bi-monthly Information and Referral networking meeting, where community members and partners can learn about programs and services available in the community. Data from RTZ, the call tracking software used by ADRCs in Oregon, indicate that 47 percent of all callers identified as being over the age of 60, 7 percent identified as being Hispanic or Latino, 6 percent identified as being a race other than white, and 15 percent identified as being a veteran or spouse of a veteran.

Seniors and persons with disabilities who are at risk of institutionalization are served by the ADRC, Oregon Project Independence (OPI), the Family Caregiving Support Program, Senior Companion Program and the Money Management Program. Home delivered meals provided by senior centers, and guardianship services provided by the Senior Citizens Council, also serve seniors who are at risk of institutionalization. These services are funded in part by CCSS.

Nearly 4,000 senior and disabled households were served by the Clackamas County Energy Assistance Program in 14/15. In 2015, Social Services homeless housing programs housed 51 adults with disabilities, which equals 39 percent of all adults housed. During 2015, 31(5 percent) of homeless callers assessed through the Coordinated Housing Access system were 62 or older, and 330 or 51 percent of adults reported having a disabling condition. Ongoing training on current issues in aging and disability is provided to ADRC staff. Topics include Options Counseling, Assertive Engagement, Trauma Informed Stewardship, Medicaid, Dementia-Capable Training, and abuse prevention. All ADRC Information and Referral staff are AIRS certified. CCSS is committed to service equity. One ongoing activity is active, regular participation in the Health, Housing and Human Services (H3S) Department's Welcoming Environments Committee. This committee includes representatives from all Divisions within the Department: Social Services, Behavioral Health, Health Centers, Public Health, Children, Youth and Families, Housing Authority, Community Development and Community Solutions (employment and training). The H3S Welcoming environments initiative ensures that H3S public spaces and work areas are welcoming to the public we serve as well as to fellow staff. Recent initiatives include:

- A full assessment of each division using a number of domains, resulting in substantial environmental and procedural improvements
- Initiating a Department-wide client feedback process, which includes data on race and ethnicity that will be analyzed to check for disparities. If disparities are discovered, multiple strategies will be tested until the disparities are completely eliminated.
- Training 50 hiring supervisors and managers on equity, implicit bias and continuing to build a racially and ethnically diverse workforce.
- Providing all 56 hiring supervisors and managers with updated interview question examples that focus on equity.



- Training staff on how to utilize language interpreters in a culturally and linguistically appropriate manner.
- Funding an outside equity expert to help the Committee and Department significantly advance equity, inclusion and diversity work.

In 2012 the Board of County Commissioners adopted a Valuing Diversity in Clackamas County resolution that reads in part “The Board of County Commissioners establishes as a key priority the goals of striving for high quality customer service and equal access opportunities to people of all backgrounds who live in or do business in Clackamas County, including but not limited to people who live in rural areas, people from historically disadvantaged groups, English Language Learners, senior, youth and veterans. The following goals have been adopted:

- By 2019, 100 percent of county departments will set targets for providing equitable access to services for diverse populations; and
- By 2019 there will be an 80 percent reduction of job classifications where women and minorities are underrepresented.

Clackamas County Social Services has established a goal that all of our programs will serve minority populations at a level that these groups are represented in the population of individuals living below the federal poverty line. This decision reflects the fact that the percentage of minority residents is higher in the lower income population, as compared to the overall population. While not all programs serve only low income individuals, this goal sets a high standard for all programs to strive for. Of the overall poverty level population, 17 percent are non-white, and 27 percent are Hispanic. Due to the small number of non-white older adults, agency programs that primarily serve older adults may not be able to meet these goals but instead will strive to serve clients in relation to their numbers in the over-65 population.

Accurate and comprehensive data is one way to confirm that ethnic minorities, people living with low incomes, and other underserved populations are receiving the support that they need. Information on programs for which data is available on the number of low-income and minority clients served is included below (current as of June 2016).

<b>Program</b>	<b>Number of low-income participants</b>	<b>Number of minority participants c</b>
OPI a	51 (15.89%)	7 (2.12%)
Congregate Meals a	77 (9.40%) b	20 (1.69%)
Home Delivered Meals a	211 (18.28%) b	29 (2.34%)
Case Management a	221 (20.29%) b	27 (2.29%)
Family Caregiver Support Program	114 (23%)	6 (5.2%)
Senior Companion Program	27 (100%) e	1 (4%)
SHIBA	794 (33%)	282 (11.8%)
Money Management	241 (84%) d	79 (28%)
Transportation Reaching People	unknown	129 (4%)

a Data from the 2014-15 SPR (State Progress Report)

b Number of Unduplicated Clients that provided Income information

c Number of Unduplicated Clients that provided Race information

d = 150 percent% of poverty

e = 200 percent of poverty

### *Summary*

Almost 10 percent of county residents are living below the Federal Poverty Level, as are almost seven percent of those who are aged 60 or older. Each of the programs listed above serve low-income populations, with Senior Companion (100 percent) and Money Management (84 percent) reaching the most people with low-incomes, and Congregate Meals including the fewest (9.4 percent).

In comparison to the white population of 88.6 percent, minorities represent a small percentage of the county's population (6 percent). Including those who identify as some other race or two or more races, this figure increases to 11.5 percent. Those who are 60 and older and identify as non-white, some other race, or two or more races, comprise 5.4 percent of the total 60 and older population. These relatively low ratios are reflected in the referenced programs. The Congregate Meals program serve the fewest minorities (1.69 percent), while Money Management and SHIBA include the most (28 percent and 11.8 percent respectively).

### **B – 3 AAA Administration and Services:**

Clackamas County Social Services (CCSS), as the designated Area Agency on Aging for the Clackamas Planning and Service Area (PSA), administers federal, state and locally funded programs. CCSS provides some services directly and contracts with local organizations for others.

All services are administered through the central administrative office located in Oregon City at the County's Public Services Building. Direct services are also provided from this location.

An overview of unique services offered through the Clackamas County AAA is described below. Please see section A1 for more detail on programs and services offered by Clackamas County Social Services.

#### Advocacy

Clackamas County Social Service facilitates a monthly meeting of members of County Health, Housing and Human Services Department and DHS/APD sponsored advisory committees to discuss and take action on State legislative and Congressional issues that impact the populations represented by the committees. Committees involved include: Area Agency on Aging Advisory Committee, Community Action Board, Mental Health and Addictions Advisory Committee, Veterans Advisory Council, Youth Provider Network, Developmental Disabilities Council, and DSAC. Activities include sponsoring a biennial candidate's forum, visiting legislators, and writing letters to lawmakers and op-ed pieces.

## Aging and Disability Resource Center and Information and Referral

The Metro Aging and Disability Resource Connection (ADRC) provides focused, intensive one-on-one information and referral services to older residents of the county seeking assistance. The ADRC also serves persons with disabilities, along with family members and caregivers. The Metro ADRC is a collaboration between the Area Agencies on Aging, Independent Living Resource, and the state Department of Human Services/Aging and Persons with Disabilities offices serving Clackamas, Columbia, Multnomah and Washington counties. The work of the Metro ADRC is guided by an Operations Council. The purpose of the Operations Committee is to provide a forum for all ADRC participants to discuss the high-level aspects and system-wide issues in the Metro ADRC Consortium's work; review existing and propose new ADRC policies and procedures; and share appropriate information in a public setting and in a transparent manner.

Clackamas County also works with a local advisory council. The purpose of the advisory committee is to provide a forum for participants to discuss the both high-level and local aspects and issues in the Clackamas ADRC's work; review existing and propose new ADRC policies and procedures; and share appropriate information in a public setting and in a transparent manner.

In addition to providing comprehensive Information and Referral services, the ADRC includes the Oregon Project Independence Program (OPI), Options Counseling and Care Transitions. The ADRC team includes one Spanish-speaking staff member. ADRC staff makes regular presentations at information and health fairs and hosts bi-monthly Information and Referral Networking meeting. Written I&R material is available in both Spanish and Russian.

## Volunteerism

The Volunteer Connection program provides vital services to the citizens of Clackamas County through a dynamic collaboration between paid staff and volunteers. Through the use of 16 paid staff and more than 335 volunteers, the six programs in the Volunteer Connection portfolio serve more than 1,500 seniors and persons with disabilities in fiscal year 14/15.

## Planning and Coordination

Clackamas County Social Services facilitates the Transportation Consortium. The Consortium submits coordinated applications for Special Transportation Fund (STF) funding and discusses how to expand and better coordinate Special Needs Transportation in Clackamas County. Social Services has recently completed a Transportation Report that examines gaps and identifies opportunities to expand transportation resources throughout the county. Social Services' staff also participate in regional planning efforts including the Regional Transportation Coordinating Council and the STF Advisory Council. CCSS staff and Aging Services Advisory Council participate in county transportation efforts as well.

## Protecting Vulnerable People

Social Services' staff and advisory committee members participate in the Multidisciplinary Team (MDT) sponsored by the District Attorney's office that focuses on prosecution, a more informal MDT with state DHS and other divisions with the county department of health, housing and human services that focuses on resolving issues, and an HS3 specific group that wraps services around clients to ensure stable housing. This approach is critical because often the most vulnerable people have multiple challenges, including mental and physical disabilities.

Social Services operates the largest volunteer run Money Management program in the state. This service ensures that the basic needs of at-risk clients are met while providing maximum independence. County General funds have been allocated to secure the services of a Forensic Accountant to aid in the development of financial abuse cases prosecuted by the District Attorney. Social Services' SHIBA program is a recipient of a Medicare Patrol grant, which is designed to help prevent and identify Medicare fraud.

### Role in Disaster Response

Social Services Volunteer Connection staff are the designated lead in establishing volunteer centers in the event of a disaster. I&R staff have a mandated role to play in mass care and shelter during disasters. Staff have been involved in the development of emergency planning documents for vulnerable populations. The County Social Services and Behavioral Health divisions have a Continuity of Operations Plan (COOP), which dictates how service delivery will be maintained in case of a disaster (see Appendix E).

### Funding Constraints

Social Services is able to operate a diverse set of programs by accessing over 50 separate funding sources, including federal, state, county and foundation. In part because of the diversity of funding sources, CCSS has been able to maintain a fairly stable array of programs over the years. Due in large part to a large projected deficit at the state, and increasing PERS costs that will impact the agency, it is possible that in the future, program reduction will need to be made.

### Details on Older American Act funded programs

The major programs/services administered by the AAA are described below. The numbers identifying each service correspond to the listing found in the Section E-Service & Method of Service Delivery. For a detailed breakdown of which services funded under Older Americans Act (OAA) and Oregon Project Independence (OPI) are provided directly and which are contracted, see Section D-2.

## **OAA TITLE III-B FUNDED SERVICES**

**AREA PLAN ADMINISTRATION (Matrix #20-1)** - Area Agency administrative functions are required to implement the planned services, maintain required records, fulfill the requirements of federal regulation, state rules, and state unit policies and procedures; and to support the Advisory Council. Administration duties include such responsibilities as bidding, contract negotiation, reporting, reimbursement, accounting, auditing, monitoring, and quality assurance.

**AAA ADVOCACY (Matrix #20-2)** - Monitor, evaluate, and, where appropriate, comment on all policies, programs, hearings, levies, and community actions which affect older persons. Represent the interests of older persons; consult with and support the State's long-term care ombudsman program; and coordination of plans and activities to promote new or expanded benefits and opportunities for older persons.

**CASE MANAGEMENT (Matrix #6)** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.

**TRANSPORTATION (Matrix #10)** - Transportation to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.

**LEGAL ASSISTANCE (Matrix #11)** - Legal advice or representation provided by an attorney to older individuals with economic or social needs, including counseling or other appropriate assistance by a paralegal or law student acting under the direct supervision of an attorney, or counseling or representation by a non-lawyer where permitted by law. Assistance with will preparation is not a priority service except when a will is part of a strategy to address an OAA-prioritized legal issue. Priority legal assistance issues include income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. Legal services may also include assistance to older individuals who provide uncompensated care to their adult children with disabilities and counsel to assist with permanency planning for such children. A unit of service is one hour of documented activity with the identified individual.

Note: Legal assistance to family caregivers is to be reported as Matrix #30-7 or #30-7a Supplement Services.

**INFORMATION & ASSISTANCE (Matrix #13)** - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)). A unit of service is one documented contact with an individual.

**GUARDIANSHIP/CONSERVATORSHIP (Matrix #50-1)** - Performing legal and financial transactions on behalf of a client based upon a legal transfer of responsibility (e.g., as part of protective services when appointed by court order) including establishing the guardianship/conservatorship. (Definition developed by AAA/SUA workgroup.) A unit of service is one hour.

**REASSURANCE (Matrix #60-3)** - Regular friendly telephone calls and/or visits to physically, geographically or socially isolated individuals to determine if they are safe and well, if they require assistance, and to provide reassurance. (Definition developed by AAA/SUA workgroup.) A unit of service is one documented contact with an individual.

**VOLUNTEER RECRUITMENT (Matrix #60-4)** - One placement means one volunteer identified, trained and assigned to a volunteer position. Definition developed by AAA/SUA workgroup. A unit of service is one placement.

**OPTIONS COUNSELING (Matrix #70-2)** - Counseling that supports informed long-term care decision making through assistance provided to individuals and families to help them understand their strengths, needs, preferences and unique situations and translates this knowledge into possible support strategies, plans and tactics based on the choices available in the community (based upon NASUA's definition.) A unit of service is one hour.

**PUBLIC OUTREACH/EDUCATION (Matrix #70-10)** - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, or presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.

**MONEY MANAGEMENT (Matrix #80-5)** - Assistance with financial tasks for seniors who are unable to handle their personal finances. (i.e. banking transactions, paying bills, taxes, etc.). (Definition developed by AAA/SUA workgroup.) A unit of service is one hour.

## **OAA TITLE III-C AND NSIP FUNDED SERVICES**

HOME-DELIVERED MEAL (Matrix #4) - A meal provided to a qualified individual in his/her place of residence that meets all of the requirements of the Older Americans Act and state and local laws. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one meal delivered.

Note: 45 CFR 1321.69(b) states: The spouse of the older person, regardless of age or condition, may receive a home-delivered meal if, according to criteria determined by the Area Agency, receipt of the meal is in the best interest of the homebound older person. Refer to Section 3.b. of the OAA Nutrition Program Standards for additional eligibility requirements [www.oregon.gov/DHS/spwpd/sua/](http://www.oregon.gov/DHS/spwpd/sua/) .

CONGREGATE MEAL (Matrix #7) - A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and state/local laws. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) Note: OAA 339(2)(H) permits AAAs to establish procedures that allow the option to offer a meal, on the same basis as meals provided to participating older individuals, to individuals providing volunteer services during the meal hours. OAA 330(2)(I) allows for meals to spouses of eligible participants and to individuals with disabilities regardless of age who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided. Refer to Section 3.a. of the OAA Nutrition Program Standards for additional eligibility detail [www.oregon.gov/DHS/spwpd/sua/](http://www.oregon.gov/DHS/spwpd/sua/) .

NUTRITION EDUCATION (Matrix #12) - A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one session per participant.

## **OAA TITLE III-D FUNDED SERVICES**

PHYSICAL ACTIVITY AND FALLS PREVENTION (Matrix #40-2) - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F.) A unit is one class session.

PREVENTIVE SCREENING, COUNSELING, AND REFERRALS (Matrix #40-3) - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders. (OAA 102(a)(14) (A-B),(H)& (J).) A unit is one session per participant.

## **OAA TITLE III-E FUNDED SERVICES**

INFORMATION FOR CAREGIVERS (Matrices #15 & 15a) - A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one group activity.

CAREGIVER ACCESS ASSISTANCE (Matrices #16 & 16a) - A service that assists caregivers in obtaining access to the available services and resources within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) Note: Case management and information and assistance to caregivers are an access service. A unit of service is one documented contact with an individual.

RESPIRE (Matrix #30-4, 30-5 and 30-5a) – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.

CAREGIVER SUPPORT GROUPS (Matrices #30-6 & 30-6a) - Peer groups that provide an opportunity to discuss caregiver roles and experiences and which offer assistance to families in making decisions and solving problems related to their caregiving roles. (DHS/SPD/SUA definition) A unit is one session per participant.

CAREGIVER SUPPLEMENTAL SERVICES (Matrices #30-7 & 30-7a) - Services provided on a limited basis that complement the care provided by family and other informal caregivers. Examples of supplemental services include, but are not limited to, legal assistance, home modifications, transportation, assistive technologies, emergency response systems and incontinence supplies. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov))

Note: Supplemental service priority should always be given to caregivers providing services to individuals meeting the definition of 'frail'. A unit of service is one activity.

CAREGIVER COUNSELING (Matrices #70-2a & 70-2b) - Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families). (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit is one session per participant.

CAREGIVER TRAINING (Matrices #70-9 & 70-9a) - Training provided to caregivers and their families that supports and enhances the caregiving role. For example: Powerful Tools training; Communicating Effectively with Health Care Professionals; conferences, etc. (A session for conferences would be equal to one day's attendance at the conference). (DHS/SPD/SUA definition.) A unit is one session per participant. Note: This does not include training to paid providers.

### **OAA TITLE VII-B FUNDED SERVICES**

ELDER ABUSE AWARENESS AND PREVENTION (Matrix #50-3) - Public education and outreach for individuals, including caregivers, professionals, and para-professionals on the identification, prevention, and treatment of elder abuse, neglect, and exploitation of older individuals. Training is provided for individuals in

relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

### **OPI FUNDED SERVICES**

**CASE MANAGEMENT (Matrix #6)** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.

**PERSONAL CARE (Matrices #1 Contracted & #1a HCW)** - In-home services provided to maintain, strengthen, or restore an individual's functioning in their own home when an individual is dependent in one or more ADLs, or when an individual requires assistance for ADL needs. Assistance can be provided either by a contracted agency or by a Homecare Worker paid in accordance with the collectively bargained rate. (OAR 411-0032) A unit of service is one hour of documented activity with the identified individual.

**HOMEMAKER (Matrices #2 Contracted & #2a HCW)** - Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one hour of documented activity with the identified individual.

**HOME-DELIVERED MEAL (Matrix #4)** - A meal provided to a qualified individual in his/her place of residence that meets all of the requirements of the Older Americans Act and state and local laws. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one meal delivered. This service is funded by OPI as funds are available.

#### **HEALTH/MEDICAL /ASSISTIVE TECHNOLOGY EQUIPMENT (Matrix #40-5)**

Assistive devices such as durable medical equipment, mechanical apparatuses, electrical appliances, or instruments of technology used to assist and enhance an individual's independence in performing any activity of daily living. (OAR 411-027-0005) 1 unit is 1 loan or payment.



## **B – 4 Community Services Not Provided by the AAA:**

The following programs are administered by Clackamas County Social Services through its role as a Community Action Agency, County Developmental Disability Program, County Veterans Service Office and the Volunteer Connection. Additional information on local and regional partnerships is available in Section A1.

Community Action Programs: Community Action Programs address the causes and conditions of poverty in a community. At Social Services, Community Action Programs include:

- Increasing the availability of affordable housing - Staff work cooperatively with the County's Community Development Department, Behavioral Health Division, Housing Authority and state agencies to help address the housing crisis
- Low-income energy assistance - Assistance is provided to help low-income households to pay their utility bills. Seniors and persons with disabilities are prioritized populations for this program

County Developmental Disability Program: The Clackamas County Developmental Disability Program offers residents with developmental disabilities and their families an array of services including case management, eligibility and intake, adult protective services, quality assurance and program development.

County Veterans Service Office: The Clackamas County Veterans Service Office (CVSO) assists and advocates for military veterans and their families to help them obtain financial and medical benefits from the Veterans Administration. CCSS also staffs the county's Veterans Advisory Council.

### **Other Agencies that Serve Seniors and Persons with Disabilities**

#### State Department of Human Services/Aging and Persons with Disabilities (DHS/APD Offices)

CCSS maintains a collaborative working relationship with the DHS/APD offices in Clackamas County. The two offices are working in coordination with regional partners to develop MOUs with the newly formed CCO, and an MOU for referral of Gatekeeper calls. Two of the more rural APD offices, in Canby and Estacada, offer CCSS office space for Energy Assistance appointments. The District Manager for Clackamas County regularly attends Area Agency on Aging Advisory Council meetings.

#### Senior Centers

CCSS works with a network of ten senior centers to deliver services to residents throughout the county.

#### Senior Citizens Council

The Senior Citizens Council provides guardianship services to seniors. Most of their guardianship clients have extremely low incomes.

## SECTION C – ISSUE AREAS, GOALS AND OBJECTIVES

### C – 1 Information and Assistance Services and Aging & Disability Resource Connection (ADRC)

**Profile:** The older adult population continues to be a growing segment of the United States population. In fact, more people were 65 years and over in 2010 than in any previous census. According to the Census Bureau, the population 65 years and over increased at a faster rate than the total US population between 2000 and 2010. It is estimated that by that by 2050, one American in 20 will be 85 years or older, compared to one in 100 today. The number of people in Clackamas County ages 60 to 64 increased by 2,909 people since the last Area Plan (2010 Census), from 6.6 percent to 7.1 percent. During that same time period, the number of persons aged 65 to 69 increased by from 4.6 percent to 5.7 percent.

Many older adults, younger disabled adults and their family members, caregivers and advocates are unsure where to turn when they are faced with increasing needs associated with aging and disability. The Area Plan survey shows that 17.11% of respondents seldom or never don't know who to call when help is needed. The Clackamas County Aging and Disability Resource Connection (ADRC) was created in 2010 to provide a No Wrong Door infrastructure that serves all populations needing access to long term service and supports, regardless of age, ability, income or resources. The ADRC assists with streamlined access to home and community supports and services for consumers of all ages, income and abilities and their support networks. Through integration or coordination of existing service systems, the ADRC raises the visibility about the full range of options that are available, provides objective and trusted information, advice, counseling and assistance, empowers people to make informed decisions about their long term supports, and helps people more easily access public and private long term supports and services.

The components of an ADRC include specialized information and assistance (I&A) including a self-service component, options counseling, healthy aging opportunities, streamlined eligibility determination for public assistance, continuous quality improvement activities and care transitions supports.

The mission of the Clackamas County ADRC is to provide respectful and responsive services to consumers, with an emphasis placed on self-determination, self-direction and consumer preference. The ADRC provides expert and cost-effective pre-crisis planning for long-term needs to consumers, while acknowledging and considering needs, values, cultures and diverse backgrounds. Although the Clackamas County-based program serves anyone who requests assistance, the Clackamas County program's primary population is older adults and persons with disabilities. Additionally, ADRC consumers are individuals who may not be eligible for Medicaid, but who cannot afford or are not inclined to pay for this type of service from the private sector. Many of the services provided are short term and informational in nature. More intensive and comprehensive person-centered options counseling services are provided to those actively seeking assistance in either planning for or addressing a change in their personal or financial circumstances.

The Clackamas ADRC is composed of Information and Referral Specialists, Case Managers and Options Counselors providing a range of services and assistance to consumers. Clackamas County Social Services' Veterans Service Office and Volunteer Connection are also part of the ADRC. The Clackamas ADRC also works closely with many of our community partners throughout the area, including area Senior Centers, The Department of Human Services Aging and People with Disabilities, Senior Citizens Council and various providers of behavioral health services. Relationships have also been developed with hospitals, other medical providers and private entities such as long-term care communities, which provide key resources to older adults and persons with disabilities. An active local and regional advisory committee exists to serve our community and advocate on behalf of Clackamas County residents.

Clackamas County Social Services supports the statewide ADRC initiative and participates with Area Agencies on Aging in Columbia, Multnomah and Washington Counties and local hospital systems on ADRC readiness activities, marketing activities and quality assurance activities.

**Problem/Need Statement:**

Feeding America reports that 12.6 percent of Clackamas County residents were food insecure in 2013. This means that almost 48,000 people, more than the population of Oregon City, either skipped a meal or had to reduce their portion. Food insecurity affects physical, mental and emotional health, which in turn can have negative consequences for economic opportunities and social interactions. Lack of adequate fruits, vegetables and whole grains has been linked with increased risk of obesity, chronic diseases, impaired cognitive functioning and other health complications. Food insecurity affects all ages, but some groups are at higher risk. Older adults may face food insecurity due to having a fixed income and higher healthcare costs than the general population. Many older adults rely on home delivered meals, as well as congregate meals. According to the National Council on Aging's Report *SNAP in Older Adults*, there are many qualified older adults in need of SNAP that do not apply. Reasons for this include a false belief that they will be taking resources away from someone who needs it more, a complicated application process, assumption that they will not qualify, and stigma of government support, among others. In 2014, only 8.4 percent of the total older adult population living below the poverty line in Clackamas County receive SNAP.

People with disabilities are also at risk of food insecurity and are more likely to suffer from chronic conditions that are made worse by poor nutrition. The US Census Bureau reports that 11.52 percent of Clackamas County residents have a disability, that's 43,647 people. Food insecurity disproportionately affects people of color, as does poverty. For example, the US Census Bureau reports that African Americans comprise about 1 percent of the county's population, but represent 22.4 percent of families that are living in poverty. Migrant and seasonal farmworkers experience especially high rates of food insecurity. This is attributed to several factors, including living in a "food desert", low participation in programs such as SNAP, limited English proficiency, and lack of transportation.

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Increase community knowledge, understanding, awareness of and access to ADRC programs, services, resources, and population served in Clackamas County.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>Increase number of contacts made to ADRC by 10% each calendar year.</p> <p>Increase number of consumers from under-served or under-represented communities accessing ADRC services.</p>	<ul style="list-style-type: none"> <li>Participate in regional- and statewide marketing committees and activities.</li> <li>Explore options for advertising ADRC services and resources in other languages.</li> <li>At least twice yearly, topics covered at the bi-monthly ADRC I&amp;R Networking meeting will include topics meaningful and impactful to providing services to under-served and/or under-represented communities.</li> <li>At least quarterly, staff will attend outreach events where individuals from communities of color, members from the LGBTQ community, and/or members from Eastern European communities will be in attendance.</li> <li>Identify, recruit and train ADRC volunteers and champions from members of communities of color, the LGBTQ community, and/or Eastern European communities to assist with raising awareness and outreach for ADRC.</li> </ul>	ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Staff & Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Staff & Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Program Supervisor	1/1/17	6/30/2020	

	<ul style="list-style-type: none"> <li>• Explore alternative methods for consumers contacting the ADRC.</li> <li>• As vacancies become available, increase representation in ADRC workforce who can appropriately communicate and address the cultural diversity of the population in Clackamas County.</li> <li>• Develop and maintain relationships with local skilled- and intermediate care facilities and provide education about ADRC services.</li> <li>• Explore options to develop process for MDSQ referrals for non-Medicaid eligible consumers.</li> </ul>	<p>ADRC Program Supervisor</p> <p>ADRC Program Supervisor</p> <p>ADRC Staff &amp; Program Supervisor</p> <p>ADRC Program Supervisor</p>	<p>1/1/17</p> <p>Prior to 1/1/17 start of Area Plan</p> <p>1/1/17</p> <p>1/1/17</p>	<p>6/30/2020</p> <p>Ongoing</p> <p>Ongoing</p> <p>12/31/2018</p>	
<p>Increase ADRC staff awareness, knowledge and understanding of communities served, resources and services available, and services to special populations (Veterans, ID/DD, and other populations with unique needs) in Clackamas County.</p>	<ul style="list-style-type: none"> <li>• Attend program- or service relevant trainings as they become available – at least 6 trainings per calendar year. At least two trainings each year will be focused on services to special populations.</li> <li>• Attend Assertive Engagement and/or Person-Centered Approach Training by 2020</li> <li>• Complete cultural competency and responsiveness training by 2020.</li> </ul>	<p>ADRC Staff and Program Supervisor and</p> <p>ADRC Staff and Program Supervisor</p> <p>ADRC Staff and Program Supervisor</p>	<p>Prior to 1/1/17 start of Area Plan</p> <p>Prior to 1/1/17 start of Area Plan</p> <p>Prior to 1/1/17 start of Area Plan</p>	<p>Ongoing</p> <p>6/30/2020</p> <p>6/30/2020</p>	
<p>Increase number of eligible and complete referrals from ADRC to Medicaid screeners.</p>	<ul style="list-style-type: none"> <li>• Continue with ongoing Medicaid pre-screening and outreach to ADRC consumers.</li> <li>• Explore possible Memorandum of Understanding with APD to</li> </ul>	<p>ADRC Staff and Program Supervisor</p> <p>ADRC Program Supervisor</p>	<p>Prior to 1/1/17 start of Area Plan</p> <p>1/1/17</p>	<p>Ongoing</p> <p>12/31/2017</p>	

Increase number of non-Medicaid eligible clients warm-transferred from Medicaid screeners to ADRC.	establish agreements for referrals to and from ADRC.				
All consumers seeking OPI services and placed on the waiting list will be offered PCOC services.	<ul style="list-style-type: none"> <li>PCOC services will be offered at completion of the OPI Risk Assessment Tool to eligible consumers.</li> </ul>	ADRC Program Staff	Prior to 1/1/17 start of Area Plan	Ongoing	
Increase membership and involvement of Clackamas County ADRC Advisory Committee. Increase membership representation from communities of color, LGBTQ communities and Eastern European communities; 51% of members will be consumers.	<ul style="list-style-type: none"> <li>Develop a Charter and By-Laws for advisory committee.</li> <li>Recruit volunteers from members of communities of color, the LGBTQ community, and/or Eastern European communities</li> </ul>	ADRC Program Supervisor and ADRC Advisory Committee members.	1/1/17 1/1/17	12/17/2017 Ongoing	

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Address food insecurity in Clackamas County among older adults, persons with disabilities and persons from communities of color.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase referrals made to SNAP from ADRC staff over the next three years.	<ul style="list-style-type: none"> <li>All consumers connecting with the ADRC will be given an elective and brief food security assessment. Eligible consumers will be offered food resources and assistance applying for SNAP benefits.</li> <li>ADRC staff will be trained in basic SNAP eligibility and completing the 539F.</li> </ul>	ADRC Program Staff and Supervisor	1/1/17	Ongoing	
		ADRC Program Staff and Supervisor	1/1/17	Ongoing	
		ADRC Program Supervisor	1/1/17	Ongoing	

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Improve quality and effectiveness of the Clackamas ADRC

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Client satisfaction surveys of I&R callers and PCOC consumers indicate continual improvement of client satisfaction and meeting person-centered service standards.	<ul style="list-style-type: none"> <li>Conduct weekly satisfaction surveys of 5% of all consumers that contacted the ADRC for I&amp;A services.</li> <li>Conduct monthly satisfaction surveys of 5% of all PCOC consumers within 30 days of their services ending.</li> <li>Language line and/or interpretive services will be used to survey consumers in their preferred language.</li> </ul>	ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
		ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
	<ul style="list-style-type: none"> <li>Explore options for regional collaboration in addressing issue of food security (211 and other ADRCs).</li> </ul>				

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** In collaboration with other core partners, develop a framework of ADRC sustainability.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Develop a framework for ADRC sustainability.	Explore options for ADRC sustainability/ funding in collaboration with local, regional and statewide ADRC partners.	ADRC Program Supervisor, Manager and Division Director	Prior to 1/1/17 start of Area Plan	Ongoing	



## C– 2: Nutrition Services

The OAA Nutrition Program has multiple purpose. Those purposes are to:

- Reduce hunger and food insecurity among older individuals,
- Promote socialization of older individuals,
- Promote the health and well-being of older individuals, and
- Delay onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Nutritional risk and food insecurity issues carry dire consequences. The 2003 study “The Causes, Consequences, and Future of Senior Hunger in America” showed that among those seniors identified as being more likely to be at risk of hunger were those that live alone, are at or below the poverty line and, surprisingly, were between 60 and 64 years old. While low-cost, high caloric foods may feel like the best option to someone struggling with the choice between healthcare costs, housing costs, and food; the lack of adequate nutrition increases functional dependency, morbidity, mortality and utilization of health care resources. Having access to adequate nutrition or nutritional support is a key component to health, functioning, and quality of life. The Senior Nutrition Services Program works to assists the older adults in Clackamas County in meeting their nutritional needs and learning how to make good nutrition choices with limited means.

### Meal/Nutrition Service

Clackamas County Social Services (CCSS) uses the Title IIIC funds to support a network of nutrition services providers through the area. This network is comprised of ten area Adult Community Centers (see attached Meals Sites in Clackamas County). All sites provide both congregate dining and Home-Delivered Meals (HDM) for their service area as well as being responsible for delivery of nutrition education. Nine of the ten sites are designated Focal Points with the tenth site, the Hoodland Senior Center, operating as a designated Access Point. This network creates a well-known, accessible place for seniors and their families to turn for information, services, and opportunities that further reduce a senior’s risk of food insecurity and isolation. All ten providers are also the Medicaid HDM provider for their area, further enhancing coordinated service efforts. All sites offer a full range of Older American’s Act supported programming to include but not limited to health promotion, transportation and access to family caregiver support.

In order to meet the needs of the diverse communities served by the network, the program delivers services in a variety of ways; which, at this time, we have no plans to change the systems in place for meal production and/or delivery. Each site has currently a mechanism in place to accommodate a specific menu item changes due to religious or cultural preferences. Unfortunately, we do not have the means, or facilities, to accommodate menu changes to accommodate food allergy issues.

Of the ten meal sites, five choose not to cook on site so the AAA contracts with a food service provider on their behalf. Meals are prepared by a cook-chill system and delivered chilled by the food service provider the day prior to serving. Meals are then finished off at the meal site and then either packaged to be delivered hot to HDM recipients, or served on-site for congregate dining. Each meal site manager orders meals in writing a week or more in advance of delivery. These sites package HDM on site for delivery to their HDM participants. Hot meals are delivered weekdays with frozen meals provided for weekends. Sites have the option of purchasing frozen meals directly from the contracted food service provider in order to offer greater meal variety to participants. This system provides an economy of scale in the production of the meals. The meal sites, the food service provider and AAA program staff have quarterly meetings to plan the menus for the next

quarter. A registered dietitian is on staff with the food service provider and is part of these meetings. Each meal is evaluated to ensure compliance with program requirements regarding nutrients.

Four sites cook on-site. These sites produce both HDM and congregate meals. These sites also provide frozen weekend meals to HDM participants. If they choose, frozen meals can be purchased directly from the contracted food service provider for weekend meals to supplement their HDMs and increase the variety to participants. Each of these sites submit their menus to a registered dietitian under contract with the AAA who analyzes and evaluates each meal for compliance with program requirements regarding nutrients. CCSS partners with the County's Community Health Division for this service. The cooks from these sites, the contracted registered dietitian, and AAA program staff meet as needed to share information and address challenges.

The Hoodland Senior Center does not have a facility that can accommodate a congregate meal site. This center provides nutrition services to seniors living east of the Sandy Senior & Community Center's Alder Creek Drive boundary continuing east on the Hwy 26 corridor to Government Camp. Congregate dining is offered twice a week and participants meet at a restaurant in the Villages of Mt. Hood. The Center alternates between two restaurants and participants are offered a limited menu in an effort to meet the program standards. For the HDM participants, the Welches Grade School provides and packages the meals during the school year. During the summer when school is out three of the local restaurants provide meals. This center also coordinates with the neighboring Sandy Senior and Community Center to purchase and provide frozen HDMs for participants as suitable.

#### Nutrition Education

The required nutrition education component of the Senior Nutrition Service Program is provided by the senior center network. This service is not funded as a separate activity of the Senior Nutrition Service Program but is part of the contract scope of work under Meal Site Management. At this time we do not fund nutritional counseling or other such services nor do we anticipate doing so in the future.

Each site provides nutrition education information, at a minimum, quarterly through newsletter articles or brochures with instruction. These articles are obtained from recommended sources per the Senior Nutrition Program Standards. When nutrition education is provided in this manner it includes a discussion of the material as part of the programming for congregate participants. Speakers routinely make presentations at congregate meals, workshops, health promotion events and chronic conditions support groups. These special nutrition education events and presentations at support groups allows for the dissemination of information on specific nutrition education topics that meet the specific, targeted needs of participants in these programs. For participants that self-identify a need for nutritional counseling due a change in health status Community Center staff assist in finding services in their area that are appropriate to the need.

**Meal Sites in Clackamas County** All Sites provide Frozen Home Delivered Meals for week-ends or non-delivery days

<b>Meal Site Name</b>	<b>Street Address</b>	<b>City, Zip (All are in Oregon)</b>	<b>Phone Numbers</b>	<b>General Hours &amp; Days</b>	<b>Congregate Meal Time</b>	<b>Days Congregate Served</b>	<b>MO W/H DM</b>	<b>Day HDM's Delivered</b>
Canby Adult Center	1250 S. Ivy	Canby, 97013	503-266-2970	8:30 - 4:30 Mon-Fri	12:00 PM	M, W, Th, F (4)	Yes	M, W, Th, F
Estacada Comm. Ctr.	200 SW Clubhouse Dr	Estacada, 97023	503-630-7454	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Gladstone Sr. Ctr.	1050 Portland Ave	Gladstone, 97027	503-655-7701	8:30 - 5:00 Mon-Fri	12:00 PM	Tue, Wed, Thur (3)	Yes	Mon thru Fri
Hoodland Sr. Ctr.	25400 E. Salmon River Rd	Welches, 97067	503-622-3331	9:00 - 3:00 Mon-Thur	12:00 PM	Tues & Thur (2)	Yes	Mon thru Fri
Lake Oswego Adult Comm. Ctr.	505 "G" Avenue	Lake Oswego, 97034	503-635-3758	8:00 - 4:30 Mon-Fri	12:00 PM	Mon, Wed, Fri (3)	Yes	Mon, Wed, Fri
NCPR-Milwaukie Center	5440 SE Kellogg Creek Dr.	Milwaukie, 97222	503-653-8100	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Molalla Adult Comm. Ctr	315 Kennel Street	Molalla, 97038	503-829-4214	8:30 - 4:30 Mon-Fri	12:00 PM	M, T, Th, F (4)	Yes	M, T, Th, F
Pioneer Comm. Ctr.	615 Fifth Street	Oregon City, 97045	503-657-8287	9-4 Mon-Fri	11:30 AM	Mon thru Fri (5)	Yes	Mon thru Fri
Sandy Sr. & Comm. Ctr.	38348 Pioneer Blvd.	Sandy, 97055	503-668-5569	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Wilsonville Comm. Ctr.	7965 S.W. Wilsonville Road	Wilsonville, 97070	503-682-3727	9-4 Mon-Fri	12:00 PM	M, T, W, F (4)	Yes	M, T, W, F

**Focus Area:** Nutrition Services

**Goal:** To reduce nutritional risk and food insecurity of program participants while improving quality of life

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase community awareness of various meal programs.	Work with meal sites, Clackamas Aging and Disability Resource Connection and other community contacts and sources to maintain a primary listing of available nutrition services to targeted populations.	Clackamas ADRC staff and AAA Admin Staff	1/1/17	Continuous	
Increase SNAP participation of older adults that participate in OAA Nutrition Program	Work with local ADP office, Oregon Food Bank and Community Centers to develop outreach plan to engage older adults in applying for eligible SNAP benefits	APD and AAA Admin Staff	1/1/17	Continuous	
	Work with local APD to provide application assistance to older adults eligible SNAP benefit	APD and AAA Admin Staff	01/01/18	Continuous	
Increase participation of older racial minorities and other underserved populations.	Develop reporting tools within Oregon ACCESS that will pull client demographics by site/provider so that changes in racial minority participation and participation by younger seniors (aged 60 to 69) can be documented, tracked, and monitored by site.	SUA Staff / CCSS Admin Staff	Ongoing	Ongoing	
	Outreach to community leaders of specific minority groups, including LGBT seniors, to raise awareness of the program.	AAA Program Staff	6/1/17	Continuous	

**Focus Area:** Nutrition Education

**Goal:** To increase access to appropriate nutrition information to program participants to encourage better self-care.

<b>Issue Area:</b> Nutrition Education					
<b>Goal:</b> To increase access to appropriate nutrition information to program participants to encourage better self-care.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2017-2020 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Increase awareness of nutrition education services.	Work with meal sites, Clackamas Aging and Disability Resource Connection and other community contacts to develop and share a listing of available nutrition education services to targeted populations.	AAA Admin Staff / Contracted Meal Site Staff	1/1/17	Continuous	
Each meal site to provide nutrition education quarterly.	Work with meal sites to access and provide appropriate nutrition education to congregate and HDM participants as well as making information available to participants of other services.	SUA Staff / AAA Admin Staff	1/1/17	Continuous	

### C-3 HEALTH PROMOTION

**Profile:** According to the National Council on Aging, evidence-based programs offer proven ways to promote health and prevent disease among older adults. The programs are based on research and provide documented health benefits. Older adults who participate in evidence-based programs can lower their risk of chronic disease and falls. These programs can also improve the long-term outcome when chronic diseases or falls happen.

The percentage of the older adult population has increased with each decade, and the proportion of persons 75 years and older has grown even faster. At the same time, the number of individuals impacted by chronic disease and falls has increased and these are now the leading causes of death and disability among older adults. Fortunately, both chronic diseases and falls are highly preventable. Evidence-based health promotion activities can help turn the tide and elevate older adults' quality of life – improving health behaviors, health and functional status, and overall well-being.

To address these and other social determinants of health, Clackamas County Social Services (CCSS), in partnership with a network of ten Senior Centers and other community partners, has a long history of providing health promotion activities to older adults in Clackamas County. Of the ten Senior Centers in the network, nine have full senior center facilities and offer a wide variety of classes that promote physical activity, access to preventative health screenings and social interaction. Many sites offer chronic disease specific support groups and assist in the coordination of influenza and pneumonia vaccinations. All ten adult centers offer evidence-based, self-management programs in partnership with CCSS.

#### Physical Activity

Physical activity has been shown to increase an individual's health outcomes. With the allocation of dedicated evidence-based health promotion funding in 2016, each of the ten Senior Centers in Clackamas County are contracted to provide programming in their respective communities. Physical activities being offered at these sites include: Tai Chi: Moving for Better Balance, Better Bones and Balance, Walk with Ease, and Stepping On. Other fitness/physical activities offered at the centers include yoga, Sit and Be Fit, Zumba and Zumba Gold classes.

The County-funded evidence-based Tai Chi class offered at the Senior Centers is the Tai Chi: Moving for Better Balance program, which was developed and studied by the Oregon Research Institute. It should be noted that studies conducted in both the US and abroad have documented that Tai Chi may be an economical and effective exercise program for improving balance and balance confidence in older adults. Tai Chi has also been documented to be helpful in the treatment of several medical conditions when combined with standard treatment.

The evidence-based Better Bones & Balance program is offered at the Wilsonville Community Center under the name Healthy Bones & Balance. This program is so popular with the older adults in Wilsonville they now offer a "returning students" class for those who wish to continue the program at a more challenging level.

#### Health Promotion

Regular wellness programming offered at each center includes a clinic to provide basic foot care for those who need assistance with foot care or may be at risk due to medical conditions. Blood pressure screenings and hearing clinics to have hearing and hearing aids checked are provided by volunteer nurses or nursing students. The adult center network partners with various providers to offer coordinated influenza and pneumonia vaccinations. Several Centers have support groups specific to chronic disease. The most common are those for persons with arthritis or diabetes. These groups offer support and

education specific to the chronic condition. This assists participants in their effort to manage their chronic health conditions. Workshops that focus on specific healthy aging issues are offered throughout the county by Clackamas County Social Services and adult centers.

Clackamas County Social Services has two certified trainers for the Living Well with Chronic Conditions series, and has trained additional facilitators in the community. There are several Powerful Tools for the Caregiver facilitators who provide these evidence-based, self-management courses. These courses are scheduled periodically at adult/community centers, churches and other location throughout the County. Classes are offered weekdays, evenings, and weekends, as appropriate for a particular group of participants to make these courses accessible to all who wish to participate. Clackamas County Social Services will look to increase the number of facilitators for this and other evidence-based caregiver support/training courses. To further increase caregiver participation, the Family Caregiver Support Program Coordinator works to ensure that caregivers are aware that stipends are available to pay for respite services so that they may attend. With the increased use of social media sites, many of the adult centers in the Clackamas County network have developed Facebook pages to increase their marketing of activities and events, including healthy aging workshops.

**Problem/Need Statement:**

According to the Pew Research Center, chronic conditions have large impacts on US health and medical spending. The Centers for Disease Control and Prevention estimates that 133 million US residents have at least one chronic condition. Given the aging of the US population, the prevalence of chronic disease and the rising costs of treatment, medical expenditures are expected to increase. The size and rapid growth of the Latino population offers considerable reason to focus on its chronic disease management and preventative interventions. Latinos will account for most of the US population growth through 2050, and the older adult Latino community will almost triple in that time.

The Hispanic and Latino community makes up about 8 percent of the total Clackamas County population, with an additional 10.6 percent identifying as non-white or two or more races. Of those who identify as Hispanic or Latino, approximately 1800 (2.2 percent) are over the age of 60, and another 4500 people (5.4 percent) identify as a race other than white or two or more races. Currently, evidence-based health promotion participation is low in communities of color in Clackamas County. Currently, there are no consistent evidence-based health promotion programs or activities specific to under-served or under-represented communities occurring through Clackamas County contracted services.

Local community/adult centers rely heavily on volunteers to provide instruction and assistance to their members. Unfortunately, there are times when volunteer recruitment can be challenging, and more difficult in rural areas of the county. Community centers have expressed a desire for assistance with securing volunteers to provide evidence-based services/instruction.

<b>Focus Area:</b> Health Promotion					
<b>Goal:</b> In collaboration with other core partners, develop a framework of evidence-based health promotion programing sustainability.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2017-2020 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Develop a framework for evidence-based health promotion programing sustainability.	Explore options for evidence-based health promotion programing sustainability in collaboration with local, regional and statewide partners.	ADRC Program Supervisor, Manager and Division Director	Prior to 1/1/17 start of Area Plan	Ongoing	
	Apply for federal grant offered by the Administration on Community Living to provide chronic disease self-management programs to residents in the four-county metro area, in partnership with the Metro ADRC.	Division Director	Prior to 1/1/17 start of Area Plan	Submitted	



**Issue Area:** Health Promotion

**Goal:** Increase knowledge of and access to evidence-based physical- and health promotion activity programming.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
With ongoing funding, increase the number of older adults participating in OAA funded physical activity programs by 5% each year.	Maintain and distribute a list of low-cost and no-cost evidence-based health promotion physical activity services to eligible populations.	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	Prior to 1/1/17 area plan start date	Ongoing	
	Promote Living Well with Chronic Conditions self-management series	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	Prior to 1/1/17 area plan start date	Ongoing	
Increase participation in health promotion activity participation in under-served/under-represented populations by 5% each year.	Explore options for alternative database for participant information data.	CCSS Admin Staff and ADRC Supervisor	1/1/17	Ongoing	
	Establish demographic baseline of participants in EBHP activities.	CCSS Admin Staff and ADRC Supervisor	1/1/17	Ongoing	
	Promote evidence-based health promotion programming to under-served/under-represented communities and populations through ADRC outreach and marketing activities.	ADRC program staff and supervisor	1/1/17	Ongoing	
	Explore option for RFP to provide culturally and linguistically responsive EBHP activity to under-served/under-represented communities in Clackamas County.	ADRC program supervisor and CCSS Division Director	1/1/17	6/30/2020	
	Explore option for recruiting and training volunteers to deliver LWwCC series in other languages.	Volunteer Connection Program Manager	1/1/17	Ongoing	
	Explore option for recruiting and training volunteers through Volunteer Connection Program to deliver evidence-based health promotion activities at local senior/community centers. Emphasis to be placed on recruiting volunteers from communities of color and under-represented/under-served communities.	Volunteer Connection Program Manager	1/1/17	Ongoing	

## C-4: Family Caregivers

Family support is key to successful aging in place and decreased institutionalization. Nationally, 66 percent of older persons rely on unpaid family caregivers for some level of support. Recent research provides compelling data about the importance of in home care and the challenges of providing it.

AARP's 2013 Oregon survey indicates that one third of their members would prefer to remain in their homes with care from family and/or friends. In addition, almost one third of respondents report that they are very worried about staying at home as they age. 79 percent of respondents indicate that having in home and community based services is very important to them.

Given the importance of in home care to many older adults and the fact that most in home care is provided by friends and family members, it is concerning to learn how challenging providing this care can be for the caregivers themselves. A 2013 report by the Oregon Attorney Assistance Program reports that there are multiple unmet needs for caregivers, including finding time for themselves (35 percent), managing emotional and physical stress (29 percent), balancing work and family responsibilities (29 percent), help talking with healthcare professionals (22 percent) and making end of life decisions (20 percent).

**The Program:** The Family Caregiver Support Program is expressly designed to address the very issues that have been described. It does this by helping unpaid family caregivers with emotional support, information and referral to other community resources, support groups and evidence based curricula, assistance in arranging for respite care and small respite care stipends. In addition the Family Caregiver Support Program provides funding for three respite day programs in Clackamas County senior centers.

Provision of these services helps to promote healthy aging and aging in place for both caregivers and their family members in need. This holistic approach can help delay or even avoid institutionalization and entry into the Medicaid system. Caregivers who participate in FCSP services report reduced stress and are able to keep their loved ones at home longer.

Clackamas County FCSP Provides outreach and public awareness by regularly participating in a range of outreach events and activities. These include:

- Staffing information tables at the Clackamas County Wellness Fair, Senior Day at the Oregon City Farmers' Market and the Clackamas County Fair
- Hosting a community screening of the documentary "Gen Silent", with a discussion panel to follow
- Regular participation in the Volunteer Connection quarterly information and outreach fair
- Participation in statewide conferences and meetings
- Staffing information tables at the Clackamas Community College event, Festival Latino
- Staffing information tables at the Gay and Grey Expo and Portland Pride
- Submitted local media advertising regarding caregiver and grandparent support groups
- Initiated a quarterly newsletter with information and resources for caregivers that is disseminated throughout the county
- Reached out to school counselors to provide information about FCSP services

FCSP has also been successful in reaching out to a number of high need populations:

- 32.5 percent of caregivers served live in rural communities
- 9.3 percent of caregivers served are challenged with their own physical and/or mental disabilities. Virtually 100 percent of caregivers report experiencing depression and/or anxiety
- 53.4 percent of caregivers served care for persons with Alzheimer's and other dementias
- 100 percent of caregivers served provide care to persons who are at risk of institutionalization
- 17.4 percent of caregivers served are grandparents and relatives raising children

Clackamas County's Family Caregiver Support Program (FCSP) provides seven Eligible Activities:

- **Information Services and Group Activities** – FCSP staff provide information and referral services to anyone requesting them. This includes program participants, interested community members, and other programs and organizations. These services are provided by phone, in person, and at community events. In addition, FCSP is now providing two group events for all FCSP participants: a workshop in the spring and a winter holiday event.
- **Specialized Family Caregiver Access to Services** – Each caregiver participating in the program receives individualized support and information based on the particular situation and needs. These services are provided by phone, in person, or through home visits.
- **Counseling** – Short term, supportive counseling with referrals to follow up counseling from services in the community is provided by FCSP staff. When available, supplemental services grants may be used to help pay for counseling services.
- **Training** – Living Well with Chronic Conditions and Savvy Caregiver workshops are provided directly by FCSP staff. Other trainings are provided through partnerships with programs and agencies in the community.
- **Support Groups** – FCSP provides monthly support groups for grandparents and for county employees who are caregivers. In addition, the program plans to add a caregiver support group for community members.
- **Respite Care** - Respite care has been provided through grants to family caregivers who have used the funds to pay for in home care, adult day services, personal care, errand running, homemaking services, and overnight services. These services have been self-directed and arranged by the caregivers themselves.
- **Supplemental Services** – As with respite care, supplemental services are provided through grants of up to \$200 and have been intended as flexible enhancements to caregiver support Services such as home repairs, assistive technologies, caregiver survivor kits, professional consultations, and emergency response systems are all examples of services that have been funded.

#### **Issue Area:** Family Caregiver Support (FCSP)

**Profile:** The Family Caregiver Support Program provides much needed emotional support, guidance, information and referral, and financial assistance with respite services and other costs incurred by caregivers. Over the past year, there has been a marked increase in the number of referrals to the program, as well as increased requests for funding items and services that are outside of the norm. Increasing amounts of staff time have been devoted to processing reimbursements for respite care and stipends, which has resulted in the de-emphasis of the other supportive services that research has shown may be more beneficial to caregivers.

Research suggests that psychoeducational interventions and psychotherapy, or a combination of the two, are most effective for caregiver well-being in the short term. (Sorensen, Pinquart, Habil, and Duberstein,

2002). To improve targeted outcomes, such as caregiver burden and care recipient well-being, supportive interventions alone have shown to be effective (Sorensen, et al., 2002). The research on respite care alone has been found to be inconclusive; however when respite is used it has shown to reduce barriers to caregivers attending groups and classes (Gaugler, Jarrot, Zarit, Stephens, Townsend and Greene, 2003).

These issues have provided the impetus for the FCSP team to consider program modifications that have the potential to better serve the community. The following is our proposal as to how to make those changes.

**Problem/Need Statement:** In order to more effectively provide Clackamas County family caregivers with the relief they need, FCSP proposes the following program modifications:

- **Modify the application process to be more responsive to the needs of caregivers.** At present, caregivers contact the program via phone or email and are sent an application packet to complete. We have found that many caregivers do not complete the packet or complete it incorrectly due to their high stress and trauma levels. We propose changing the application process to a phone interview, with all documentation completed by FCSP staff. In this way, staff are able to use this time to begin developing a supportive relationship with caregivers while also assuring accurate completion of documentation.
- **Standardize and simplify the respite care process.** We have found that the caregivers most in need of this respite benefit are often too stressed to utilize it in a timely fashion with accurate documentation. We propose using the format set by Washington County FCSP as a guide for our modifications. This would entail developing contracts with 2-3 in home caregiver agencies and 2-3 adult day health programs who would provide a set amount of respite for a fixed rate. FCSP staff would initiate the referrals to one of these agencies, who would then be responsible for completing the required documentation. The agency would contact the caregiver to schedule the respite.
- **Increase program capacity to provide support groups, classes that use evidence based curriculums, and short term follow up bereavement support.** This increased capacity would come from increased use of student interns and other volunteers. It would also help emphasize the services the program provides that are not stipend related. There are many support services that are beneficial to caregivers that have taken a “back seat” to the funding provided via stipends.
- **Prioritize stipend eligibility to caregivers who are providing care to individuals who require substantial assistance with 2 or more ADL’s or full assistance with 1 ADL and 1 IADL.** At present, the program serves people on a first come, first serve basis. This means that the program may not be able to serve caregivers who are much in need of services but apply later in the fiscal year.
- **More clearly define and limit the number of supplemental services to be paid by stipends.** While the flexibility to be responsive to the individual needs of caregivers by paying for a range of supplemental services, has been a real strength of the program, it has equally been a challenge and has led to confusion, misunderstanding, and misinterpretation.
- **Increase outreach efforts to underserved populations by strengthening partnerships and collaborations with community organizations.** Efforts to reach underserved communities is still a work in progress. Collaborating with other organizations will provide the opportunity to build on the work in the community that has already been accomplished.

<b>Issue Area:</b> Addressing barriers to family caregivers receiving and benefitting from program services					
<b>Goal:</b> Modify program services to make them more user friendly by simplifying and streamlining service access.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position</b>	<b>Timeframe for 2016-2020</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Redesign and implement provision of respite care services and supplemental services	<ul style="list-style-type: none"> <li>• Begin delivering respite care services per the re-designed system</li> <li>• Evaluate service delivery model and make modifications as needed</li> <li>• Implement client satisfaction survey</li> </ul>	FCSP team	7/2016	6/2020	
			7/2017	9/2017	
			7/2017 and then annually		
Increase the number of individuals from ethnic minority populations accessing Family Caregiver services to more accurately reflect the demographics of the county (approximately 13% of the low income population in Clackamas County is non-white)	<ul style="list-style-type: none"> <li>• Conduct baseline analysis on FCSP client demographics</li> <li>• Convene community conversations with family caregivers and service partners from diverse backgrounds around inclusion and service equity</li> <li>• Implement targeted messaging based on community conversations</li> <li>• Conduct an evaluation of efforts to assess service access changes by targeted caregiver populations</li> </ul>	FCSP team, VC Program Manager	7/2016	9/2016	
		FCSP team	10/2016	6/2018	
		FCSP team	7/2018	9/2020	
		FCSP team	7/2019 and then annually		

## **C – 5: Elder Rights and Legal Assistance**

Clackamas County Social Services (CCSS) works with a number of community partners to assist older adults in meeting their needs to ensure their rights on issues including income security, health care, long-term care, nutrition, housing, utilities, adult protective services, defense of guardianship, abuse, neglect, and age discrimination.

### Legal Assistance

In order to support the legal rights of seniors residing in Clackamas County CCSS contracts with Legal Aid Services of Oregon (LASO) for legal assistance to low-income seniors. This contract also supports services to family caregivers of any age who are providing care for a family member age 60 or older, or a county resident over the age of 55 providing care for grandchildren under the age of 18. The LASO Portland office continues to be the regional provider of legal assistance to low-income residents of Clackamas and Multnomah Counties.

In addition to contracted legal assistance services through LASO, the Focal Points within the AAA participate in the Senior Law Project. The Senior Law Project assists those 60 and over with access to local volunteer attorneys who donate one afternoon a month on a rotating basis to provide pro bono 1/2 hour appointments. Clients needing further help on the original consultation matter, who have an income below 125% of the Federal Poverty Level, may have continued pro bono assistance but are responsible for any out-of-pocket expenses. A person may have additional appointments if or when other matters arise. Since these services are not funded under the OAA contracts, participants are able to consult on their estate planning needs. While estate planning is not an eligible legal service under the OAA funded legal assistance program, many of our older adults with limited means have voiced their need for having this sort of access. The Senior Law Project gives them that opportunity.

### Elder Abuse

CCSS has a long history of supporting efforts to prevent elder abuse and financial exploitation. The Community Centers that partner with CCSS for other OAA funded programming also provide a platform for education and fraud awareness programs in the hope that in assisting in raising awareness to scams and predatory practices the number of seniors victimized will be greatly reduced in coming years. All providers receiving OAA/OPI funding are mandatory reporters and have means to report suspected abuse to the appropriate agencies.

For the past five years, Clackamas County has allocated County General Funds to support the work of a Forensic Accountant. This service is open to any fraud case that is referred by the County MDT. The goal is to help ensure successful prosecution of financial exploitation against vulnerable county residents.

### Elder Rights

Clackamas County Social Services (CCSS) has worked with a network of ten senior centers over many years to develop an integrated system to serve seniors. This network has continued to work to improve systems to protect elder rights by utilizing the local gatekeepers and the “natural network” of neighbors, clerks, bank tellers, and others within the community to protect seniors from abuse, neglect, isolation, and exploitation. Towards this end, staff and trained volunteers at each senior center regularly conduct reassurance checks on elders who may be at risk and assist them in maintaining the highest degree of independence possible and, when needed, provide a referral if they feel it will be helpful for the individual.

CCSS contracts with the Senior Citizens Council of Clackamas County (Senior Citizens Council) for guardianship, guardianship diversion, and case management services for seniors who are at risk of abuse or exploitation, or have been evaluated to be incapable of making competent decisions about their

wellbeing. OAA funding to this organization assists individuals at risk of exploitation or abuse to maintain the highest degree of independence possible. During Fiscal Years 2011-12, this local non-profit was awarded a Board of County Commissioners grant to increase the capacity and sustainability of this program. The Board of County Commissioners continues to award this funding each fiscal year since.

Senior Citizens Council of Clackamas County serves clients throughout Clackamas County. Of the clients served, 50 percent have incomes at or below Federal Poverty Level; 58 percent have been diagnosed with dementia; 34 percent have a diagnosed mental illness or other mental/cognitive disability; and 10 percent also have a physical disability. Senior Citizens Council also serves veterans and their surviving spouses. Eighty percent of their clients have no family, family is unavailable, or is inappropriate to provide assistance because family members have put their own interests above the needs of the at-risk person.

In an effort to further coordinate elder abuse prevention, CCSS, in partnership with the Regional DHS-APS office, has executed an MOU which outlines the roles, responsibilities and procedures for handling APS and Gatekeeper calls and referrals. This provides for a cohesive system to respond to all calls regarding suspected abuse of any type.

In addition, CCSS staff participate in the department-wide H3S (Health, Housing & Human Services Dept.) Problem-Solving MDT. This is a recent innovation with strong participation from line and leadership staff within Behavioral Health, Social Services, Housing Authority and Health Centers. Meetings are scheduled regularly twice a month. Line staff as well as supervisors and managers can confidentially staff participant/consumer situations with this group which often leads to increased collaborations and partnership in support of “shared” consumers who are receiving housing stability, physical and behavioral health, and/or supportive services from the County. Since each partner in the Problem-Solving MDT has resources that they can bring to help solve consumer problems. While not everyone is an expert in other systems eligibility and the specific services that may be available to help solve problems, the MDT helps consolidate resources to avert crises from worsening and in many cases avoid crises from occurring. Meetings intentionally follow the LEAN principles and almost entirely focused on problem solving as opposed to procedural or administrative issues.

There also is a County-wide MDT whose primary purpose is the assessment, investigation and prosecution of abuse cases involving vulnerable adults. MDT members work in collaboration to address the abuse of vulnerable adults served in Clackamas County, and to facilitate a process in which professionals from diverse disciplines are able to work together more effectively and efficiently. While CCSS ADS staff do not participate in this MDT, our Developmental Disabilities APS team does, along with the Senior Citizens Council which provides guardianship. The goals of this MDT are to provide services that are in the best interest of the vulnerable adult:

- to conduct abuse investigations in an expedited and effective manner;
- to prevent the abuse of other potential victims;
- to increase the effectiveness of the prosecution of criminal cases,
- to provide increased safety through victim advocacy, and
- to provide information to all involved agencies in a coordinated and efficient manner.

**Focus Area:** Elder Rights and Legal Assistance

**Goal:** Reduce barriers to low-income older adults seeking legal assistance

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Maintain and/or increase current levels of legal assistance in service area.	Distribute information about accessing Legal Aid Services through their Portland office.	Region Manager LASO-Portland and ADRC Staff	1/1/17	Continuous	
	Provide transportation to older adults to access appointments for legal services.	Transportation Reaching People at CCSS	1/1/17	Continuous	
	Ensure eligible residents know how to access legal services through Clackamas ADRC, Citizen News, adult centers, and other information outlets.	ADRC Staff at CCSS	1/1/17	Continuous	

**Focus Area:** Elder Abuse Awareness with Gatekeeper Program

**Goal:** Support Gatekeeper programming with a focus on financial abuse/fraud.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase awareness of financial fraud	Coordinate (2) presentation each year on how to protecting against fraud and financial scams.	AAA Admin Staff, Community Partners, ADRC Staff	1/1/17	Continuous	



## C – 6: Older Native Americans

The 2010 census data counted 828 Native American county residents who are over the age of 60. That number has since dropped to 510, according to the 2014 American Community Survey. There are no recognized tribal lands within the service area. Clackamas County Social Services reaches out to organizations throughout the metropolitan area that provide services specifically targeted to the older Native American population. NAYA Family Center and the Native American Rehabilitation Center are regularly invited to attend the bi-monthly Information & Referral Networking meetings. This networking meeting provides a forum for a variety of community organizations to share information and to stay up-to-date on aging and other services offered in the AAA service area.

**Focus Area:** Older Native Americans

**Goal:** Increase participation by Native American seniors by reducing barriers to older Native Americans in accessing services and partnering with neighboring counties when appropriate

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase participation of older Native Americans in OAA funded programs.	Outreach to Native American community leaders.	Social Services Director	Ongoing	Ongoing	
	Outreach to programs and organizations that provide targeted services to Native Americans.	Social Services Director and Program Managers	Ongoing	Ongoing	
	Develop capability to pull demographic data from Oregon ACCESS that is service specific.	SUA Staff / CCSS Admin Staff	Ongoing	Ongoing	
	Provide assistance to older Native Americans in accessing services.	Clackamas ADRC Staff	Ongoing	Ongoing	

## C-7 Older Adult Behavioral Health

**Profile:** According to the American Psychological Association, 15-20 percent of older adults in the United States have experienced depression, with another 11 percent who have experienced anxiety disorders. The risk of suicide increases with age, with depression being a major risk factor for suicide. Symptoms of depression and anxiety in older adults are often overlooked and untreated because they can coincide with other later life experiences, like the loss of a loved one or reduced independence. Depression and anxiety are common, potentially debilitating, but highly treatable conditions. Older adults with depression visit the doctor and emergency room more often, may incur high outpatient charges and stay longer in the hospital. As the aging population grows in number and diversity, the provision of behavioral health services that meet the needs of older adults, and adults from communities of color, will be critical to support a healthy population. These demographic trends will require training in the provision of culturally competent care now and in the coming decades.

In 2014, Portland State University interviewed or surveyed thirty-five participants for the Senior Mental Health Specialist Investment Report, which was later submitted to the Senior Mental Health Budget Note Committee. Participants represented aging services, mental health, advocacy, and other sectors such as long-term care, quality improvement, and health/medical care. Representatives from rural areas of the State also participated. These interviews and surveys identified problems that exist in providing behavioral health services to older adults, examined systems coordination, gaps in services, how to address those gaps, and examined how larger communities and smaller communities (rural/urban) provide services.

In early 2015, the Oregon Health Authority launched the Older Adult Behavioral Health Initiative. This initiative aims to improve the current systems for delivering behavioral health services to older adults and persons with disabilities. The goal of the initiative is to increase access to care and services through more effective multi-system collaboration and coordination through a well trained workforce with competencies in older adult behavioral health.

Older Adult Behavioral Health Specialists (OABHS) were brought on staff in the Tri County Region as a result of the Older Adult Behavioral Health Investment. The OABHS provides the following services in the tri-county area: collect data and produce reports to improve the delivery of substance abuse and mental health services for older adults; build coordination between systems and service providers that result in the delivery of quality, timely and accessible behavioral health services; provide recommendations that build community capacity at the local and regional level through organization and systems change; provide training, coaching and technical assistance to improve the ability to address the behavioral health needs of older adults and people with disabilities; and participate in complex case consultations.

In mid-2015, Clackamas County Social Services, in partnership with our regional Aging and Disability Resource Connection (ADRC) established capacity to provide older adult behavioral health services throughout the region. Evidence-based services provided to older adults include PEARLS (Program to Encourage Active Rewarding Lives for Seniors), and an outreach program specifically for older adults and persons with disabilities, and VIEWS (Volunteers Involved for the Emotional Well-Being of Seniors) a peer support program specifically for older adults. The funding also provided suicide intervention training and mental health first aid training to service providers and community partners. An older adult behavioral health specialist was also hired by Clackamas County Behavioral Health, and has provided assistance with complex case consultations, service coordination throughout various systems, and older adult behavioral health training.

Aging and Disability Resource Connection staff regularly provide information, referrals and assistance to local behavioral health providers and services in Clackamas County, including referrals to PEARLs and Centerstone Clinic.

**Problem/Need Statement:** Many older adults do not have access to, or are not aware of, the availability of low-cost or no-cost evidence-based behavioral health services to assist them in their efforts to maintain or improve their well-being. According to the 2015 Senior Mental Health Specialist Investment summary regarding service gaps for older adults, nursing homes and aging services providers don't have training to care for those with very challenging behaviors. A lack of knowledge exists at all levels about aging, mental health, service systems, options, best practices and who can be called upon to assist. In an effort to address these gaps, the various systems, including health, behavioral health, long term care and social services, must work together to establish collaborative and cooperative relationships and provide more cross training to aging services providers at all levels and in all systems.

**Focus Area:** Older Adult Behavioral Health Services

**Goal:** Increase education and awareness of older adult behavioral health needs and services in Clackamas County

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
With continued funding, increase awareness and education of older adult behavioral health needs and services available in Clackamas County to aging services providers.	Provide on-site mental health first aid training at six senior/community centers located in Clackamas County. All senior centers and identified community partners providing services to under-represented/under-served communities will be invited to participate. Clackamas County Long Term Care providers will also be invited to these trainings.	Older Adult Behavioral Health Coordinator	1/1/2017	6/30/2020	
	Train all ADRC staff in Mental Health First Aid by 2020. New staff will be trained within one year of hire.	ADRC Program Supervisor and staff	Prior to 1/1/2017 start date	6/30/2020	
	Explore opportunities for closer coordination of the Aging Services Advisory Council, Mental Health and Addictions Advisory Council, and NAMI.	CCSS Division Director	1/1/2017	Ongoing	
	Invite a representative from the Office of the Long Term Care Ombudsman to Clackamas County to discuss programs and services provided.	ADRC Program Supervisor	1/1/2017	Ongoing	

**Focus Area: Older Adult Behavioral Health Services**

**Goal:** Increase access to and use of evidence-based older adult behavioral health services in Clackamas County.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
With continued funding, increase number of older adults participating in evidence-based behavioral health services in Clackamas County by 5% each year.	Work with regional partners to establish baseline data on participation in evidence based behavioral health services by under-served/under-represented communities in Clackamas County. Use the baseline data to develop strategies to increase participation from these communities.	Older Adult Behavioral Health Coordinator	1/1/17	Ongoing	
	Coordinate with local senior and community centers to do provide outreach to older adults and persons from under-served/under-represented communities.	ADRC Program Supervisor	1/1/17	Ongoing	
	Coordinate with primary care providers at Clackamas County community health clinics and the Housing Authority (for Section 8 recipients) to increase awareness of OABH services for patients and residents.	Older Adult Behavioral Health Coordinator	1/1/17	Ongoing	
	Include information about available evidence-based behavioral health services in all ADRC outreach and marketing activities.	ADRC Program Staff and Supervisor	Prior to 1/1/17 start of Area Plan	Ongoing	
	Explore Memorandum of Understanding (MOU) between Clackamas County Behavioral Health, Health Centers and Clackamas County Social Services Aging and Disability	ADRC Program Supervisor	Prior to 1/1/17 start of Area Plan	6/30/2020	

	Resource Connection to allow streamlined information-sharing, accessibility and referrals.	ADRC and OPI Program Staff	Prior to 1/1/17 start of Area Plan	Ongoing	
	Continue to promote evidence-based older adult behavioral health services to Clackamas County.	ADRC and OPI Program Staff	Prior to 1/1/17 start of Area Plan	Ongoing	
	Attend Clackamas County MDTs on a regular basis.	ADRC and OPI Program Staff	Prior to 1/1/17 start of Area Plan	Ongoing	
	Participate in county-wide Zero Suicide initiative.	ADRC and OPI Program Staff			

**Focus Area:** Older Adult Behavioral Health Services

**Goal:** In collaboration with other core partners, develop a framework of Older Adult Behavioral Health services sustainability.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Develop a framework for Older Adult Behavioral Health services sustainability.	Explore options for Older Adult Behavioral Health services sustainability in collaboration with local, regional and statewide partners.	ADRC Program Supervisor, Manager and Division Director	Prior to 1/1/17 start of Area Plan	Ongoing	

## **C – 8: Volunteering**

**The Need:** Local volunteers play a vital role in providing critical services to Clackamas County residents. Challenging economic conditions such as increased poverty, homelessness, and a growing population of older adults create a demand for volunteer services. Many older adults in Clackamas County struggle to age in place and feel safe. There is a growing concern that as one ages, one may not be able to live independently in their own home. Volunteers build a community's capacity to address local needs and enhance the quality of life for community members. Likewise, volunteers get a sense of connectedness and fulfillment, and new research is beginning to prove the health benefits of being involved in one's community.

Clackamas County Volunteer Connection (CCVC) works with community partners to target social service demands with meaningful volunteer opportunities and engagement that utilize a person centered philosophy of service. In order to effectively engage potential and affiliated volunteers, CCVC works with community partners on outreach, focusing on opportunities for harder to reach and underrepresented individuals. In order to deliver strong social service volunteer engagement opportunities, CCVC re-evaluates its response to community needs, demographic changes, economic and health trends, and efforts of local organizations.

### **The Program:**

Since 1986 Clackamas County Volunteer Connection (CCVC), a program of Social Services, has been a vital link for volunteer engagement and client services that allow individuals to live independently in a manner that honors individual needs, preferences, and diverse backgrounds.

CCVC connects potential volunteers with opportunities to serve throughout the county. Approximately 300 volunteers are registered directly with CCVC and provide additional delivery of social services in Clackamas County which fosters opportunities for individuals and families to be self-reliant and live healthier, safer and more socially connected lives. In 2015, CCVC volunteers contributed over 50,000 hours which translates into more than \$1,187,000.00 of in-kind support providing critical services for individuals and families.

CCVC volunteers offer a network of services to Clackamas County residents, including:

- financial guidance to those who no longer can manage their finances on their own;
- transportation assistance to critical appointments;
- food access, delivery, and security for the hungry;
- health care guidance for those approaching age 65;
- access to health care options; and,
- social activities and interaction for lonely and homebound residents.

In addition, volunteers facilitate support groups for individuals coping with chronic conditions and caretakers caring for family members. These community, volunteer-supported services allow for a greater quality of life and access to care.

### **Issue Area: Volunteer Engagement**

**Profile:** In Clackamas County, volunteer engagement efforts add value throughout the community. Local organizations rely on volunteer supported programs including local non-profits, government agencies, faith-based organizations, emergency management, and public safety networks. Since 1986, CCVC has been a strong link between volunteer placement and volunteer engagement for Clackamas County.



**Problem/Need Statement:** In order to deliver relevant volunteer opportunities, CCVC must continuously evolve to respond to Clackamas County's needs, demographic changes, economic and health conditions and trends, and emerging efforts of local partner organizations. Although Oregon and national volunteer participation statistics are strong, improvement can be made in how volunteer opportunities are structured, advertised, and communicated. Engagement of volunteers who are harder to reach and are typically unrepresented can also be improved.

For the 2015 calendar year, there were approximately 264 volunteers who were over the age of 55 and 46 percent of these volunteers were 70-79. six percent of these volunteers were people of color, which strongly indicates the importance of improving outreach to potential volunteers into under-represented communities.

<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position and Entity</b>	<b>Timeframe</b>		<b>Accomplishment or Update</b>
			<b>Start</b>	<b>End</b>	
Document increase in number and overall percentage of volunteers who are under-represented, including people defined by color, ethnicity, race, physical abilities, disabilities, age, sexual orientation and rural communities, etc.  Solicit feedback from volunteers and the community to assess and then strengthen the provision of services by utilizing a person centered approach.	Develop a list of target audiences and key stakeholders, reach out to solicit input on volunteer recruitment and retention	CCVC Program Manager CCVC team	7/1/16	10/1/16	
	Include questions on the annual volunteer satisfaction survey regarding outreach and retention of volunteers from underserved and/or under-represented communities	CCVC Program Manager	7/1/17 and then Annually		
	Incorporate learnings into volunteer recruitment and retention process. Provide a minimum of 4 Volunteer Fairs provided in different locations throughout the county which are 50/50 staff/volunteer lead.	CCVC Program Manager	11/1/17 and then Annually		

## C – 9: Age Friendly Communities

**Description of the Issue:** Multiple studies have shown that the majority of older adults would prefer to live in their home as they age. To do so, communities need to provide their residents with appropriate physical infrastructure, service supports, and opportunities to remain engaged in community life. Communities with these assets and attributes are referred to as “age-friendly communities.” Studies also show that many communities do not have these attributes and assets, and their residents are therefore challenged to remain living in the community of their choice. This is especially true for residents of rural and suburban areas where public transportation and assisted transportation options are limited. The lack of affordable, accessible housing, assistance with Activities of Daily Living, and opportunities to remain socially engaged all contribute to a lack of age-friendliness in many communities.

In 2010, Clackamas County Social Services, in partnership with AARP Oregon and OSU Extension Service, launched engAGE in Community. The objectives of the initiative were to provide local data to inform planning efforts and to increase awareness and understanding of the importance of creating age-friendly communities. Between November of 2010 and March of 2012, six communities, ranging from frontier areas on Mt. Hood, to urbanized Wilsonville, participated in a participatory photo mapping process that documented the assets and barriers to place-based aging in each community. The results of the mapping process were shared with community members.

- Throughout the county, the process showed that transportation was the most cited barrier, closely followed by concerns about the affordability and accessibility of housing. The study showed a strong reliance on personal vehicles to meet transportation needs. When faced with the inability to drive oneself, many residents encounter less than optimal, or no viable public transportation option.
- An absence of housing options that meet a variety of needs and lifestyles results in disturbed family and social networks for community members with evolving housing needs.
- While Clackamas County is well-resourced in the areas of community support and health services, barriers to accessing these services include lack of transportation, and the absence of home health and medical supply vendors within local communities.
- While the social environment emerged as a strong supporting attribute for the age-friendliness of the communities that participated in the study, respectful, inclusive and intergenerational opportunities were frequently discussed within the context of areas for improvement.

The information gleaned from the community mapping process that occurred in 2010 was corroborated by the results of the 2016 Area Plan Community Needs Survey. Out of 171 responses, the following age-friendly features were rated as important or very important by respondents. The number in parenthesis indicates the number of respondents who either agreed or strongly agreed that the feature is important.

- Long term housing affordability (145)
- Special Needs Transportation (139)
- Walkability (138)
- Long Term Care Options (132)
- Feeling actively engaged in my community (131)

**The Program:**

Clackamas County Social Services has engaged in a number of efforts to help increase the community assets that help communities become more age-friendly. The Aging Services Advisory Council has established an Age-Friendly subcommittee, the agency has hosted five engAGE in Community summits, where community members can learn more about what it takes to make a community age-friendly, small grants were provided to communities on two occasions, and outreach has begun to elected officials in cities within Clackamas County.

These efforts are based on the WHO checklist and informed by N4A's "Making your Community Livable for all Ages," "Guiding Principles for the Sustainability of Age-Friendly Community Efforts," and AARP's Age Friendly Tool Kit. More recently, the committee has begun to explore the intersection between Social Determinants of Health and Age-Friendly Communities.

**Problem/Need Statement:** There are many challenges in this work. Clackamas County is large, has diverse geography, and includes many rural and suburban areas, as well as 17 municipalities. Much of the work around creating age-friendly communities, both in the United States and internationally, has focused on urban areas. There is little research on what it takes to create age-friendly communities in small towns and rural areas. Since most of the County's population resides within a municipality, there are limitations to what the county can do since it does not have jurisdiction within city limits. Another major challenge is the scope of the endeavor. Addressing issues like transportation, housing, along with the social and service environment takes more resources than Clackamas County can commit to these efforts.

<b>Goal:</b> Raise awareness among multiple sectors, including the general public, about the importance of creating age-friendly communities that are all-age-friendly, and insert all-age-friendly language into planning documents and policy statements					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position and Entity</b>	<b>Timeframe</b> <b>Start</b> <b>End</b>		<b>Accomplishment or Update</b>
Annually at least one concerted effort to engage elected officials from municipalities within Clackamas County on the issue of Age Friendly Communities.  Creation of Age Friendly dashboard to present to Board of County Commissioners on an annual basis.	Schedule a study session with the Clackamas County Board of Commissioners to discuss the importance of age-friendly communities	CCSS Director	7/1/16	1/1/2018	
	Include at least one age-friendly related goal in the 2017 O4AD legislative agenda	CCSS Director and members of the Joint Advocacy Committee	5/1/2016	1/1/2017	
	Provide the elected officials from one city within Clackamas County each year with information on the age-friendliness of their city and ways to increase the age-friendliness.	CCSS Director and members of the Age-Friendly sub-committee of the Aging Services Advisory Council	Ongoing		
	Incorporate information about the importance of creating age-friendly communities in the Regional Special Needs Transportation Plan	AFC/ASAC members who are also members of the STF Advisory Council	Ongoing		
	Host one event or initiative each year, for the general public, that highlights the need to create age-friendly communities		Ongoing		

## **C – 10: Transportation**

Transportation is frequently identified as one of the barriers that prevent seniors from remaining in their homes. If a senior is unable to drive due to health issues such as low vision or the expense of maintaining a vehicle, that person loses the ability to meet certain basic needs. Transportation is essential for access to medical care, food, recreation, social services and other goods and services that allow individuals to remain independent and in their own homes and communities.

Clackamas County encompasses 1,879 square miles. One eighth of the county is urban, the remainder is suburban, small town and rural. Five different transit agencies serve the county (TriMet, SMART (Wilsonville), South Clackamas Transit District, Sandy Area Transit and Canby Area Transit). In addition, the Mt Hood Express provides service in the Hoodland area. An estimated 14 percent of the county's population is without public transportation. This compares to 0.7 percent of the population in Multnomah County and 4.2 percent in Washington County who are without public transportation. The 2016 Area Plan survey, along with earlier focus groups, revealed that older adults and people with disabilities who do not drive struggle to attend medical appointments, run routine errands, and travel in the evenings or on weekends due to limited bus or shuttle hours.

As Clackamas County's population ages, the demand for transportation will continue to grow. Public transit services are only available within very constrained service boundaries so there will continue to be unmet needs for other forms of transportation for seniors.

### Services

Clackamas County Social Services, through a partnership called the Clackamas County Transportation Consortium, provides funding to nine senior and community centers in Welches, Sandy, Molalla, Canby, Oregon City, Milwaukie, Gladstone, Lake Oswego and Estacada. Each of the centers provides individual and group rides within and outside of their service district boundaries. They assist seniors in accessing medical services, congregate meals, shopping and other needs.

The Social Services Division also has two internal programs: Transportation Reaching People (TRP) and Catch-a-Ride (CAR). TRP/CAR use both paid drivers and volunteers to “fill in the gaps” in service for the center programs and help seniors and persons with disabilities who live outside of a public transit or senior center service district get rides for medical appointments and other needed services. CAR also provides rides to a very limited number of individuals with disabilities seeking employment and educational opportunities.

During Fiscal Year 2014-15, the network of the Clackamas County Transportation Consortium provided almost 75,000 rides to seniors and persons with disabilities, with 440,000 vehicle miles logged.

Transportation Reaching People's success depends on a dedicated pool of volunteer drivers who are willing to devote their time and their own personal vehicles to assist others. Many TRP volunteer drivers are seniors themselves and will be eventually unable to assist with driving activities. One of our primary focuses will continue to be a robust volunteer recruitment and retention program.

Transportation programs, along with many other programs statewide, struggle with securing stable and adequate funding. The Transportation Consortium services are funded through a combination of Older American Act funds and State of Oregon Special Transportation Funds (STF). STF funds have been diminishing over time. The Oregon Department of Transportation (ODOT) is partnering with a variety of organizations, including local transit providers and the Oregon Transit Association, to seek stable sources of funding for special needs transportation, as well as examine strategies such as better

coordination of services. Clackamas County Social Services staff participates in these efforts and ongoing advocacy efforts are important to this work.

Finally, we continue to identify both gaps in service and areas in which we can increase our efficiencies through community partnerships. Medical transportation for chronic health conditions, such as dialysis treatment, is becoming an increasingly sought after service. Working with our regional partner, Ride Connection, and with ODOT, we will work to develop service alternatives that will better meet these needs. We will also continue to seek efficiencies in service in order to reduce both turndowns and the length of time we are scheduling out for appointments.

**Issue Area:** Transportation

**Profile:** Transportation is an essential component for seniors to remain in their own homes. Transportation allows individuals access to vital services, such as medical care, nutrition services, and shopping. The need for expanded transportation resources for medical transportation to services such as dialysis has been identified as an unmet need.

**Problem/Need Statement:** Lack of transportation continues to be listed as a significant barrier to accessing services for seniors and persons with disabilities in Clackamas County.

Issue Area: Transportation					
Goal: Improve transportation options					
Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2019 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Maintain service levels for existing services that provide accessible transportation	Work with OAA Contracted Providers, TriMet, rural transit districts and other community partners to effectively coordinate services and leverage existing resources for cost effective service delivery.	AAA Program Staff	1/1/2017	Continuous	
	Work with local, state and federal resources to advocate for stable, long term solutions to increase funding and resources available for transportation of seniors and persons with disabilities	AAA Program Staff	1/1/2017	Continuous	
Improve service options for transportation for chronic medical conditions, such as dialysis	Work with Ride Connection and ODOT to identify innovative strategies to improve rural medical transportation. Seek funding for expanded service.	AAA program staff	1/1/2017	1/1/18	
Maintain involvement in regional planning efforts	Participate in regional planning and coordination groups such as RTCC, STFAC and others as needed.	AAA Program Staff, advisory board members	1/1/2017	Continuous	
	Continue participation as a lead organization in the Clackamas County Transportation Consortium to improve coordination between providers	AAA Program staff	1/1/2017	Continuous	



## Section D – OAA/OPI SERVICES AND METHOD OF SERVICE DELIVERY

### D-1 Administration of Oregon Project Independence (OPI):

- a. Delineate how the agency will ensure timely response to inquiries for service. Include specific time frames for determination of OPI benefits.**

Case managers have set up a shared screening schedule to cover the OPI Intake line. Efforts are made to answer all inquiries for services live. Case managers return all calls and respond to inquiries within 24 hours during the work week, or by the end of the next business day. Case managers also provide back-up coverage to one another in the event of a planned or unexpected absence.

OPI clients are contacted in order of the OPI waiting list. Once contacted, a home visit is scheduled as soon as possible with the client, case manager, and any other individuals whom the client wishes to be present during the interview. The CAPS assessment will then be completed by the OPI case manager within one work week of the home visit. The client will be notified at the time of determination or not more than three days beyond the determination date.

- b. Describe how consumers will receive initial and ongoing periodic screening for other community services, including Medicaid.**

Initial comprehensive, strengths-based assessments including CAPS (CAPS is a statewide system to determine functional abilities) are completed at least yearly on each client, and as needs change. At the time of assessment and at any other time requested by the client, the case manager and the client will discuss all options of care including Medicaid and private-pay options. The case manager will make a referral to the appropriate program with the client's consent. The case manager will facilitate any referrals including assisting with completing applications and gathering pertinent information for programs such as Medicaid Long Term Care, home delivered meals, SNAP/Food Stamps, Alzheimer's Association, Senior Companion, Tri-Met Lift, Transportation Reaching People, local churches, Family Caregiver Support, Oregon Telephone Assistance, Medicare, SHIBA, Senior Citizens Council and behavioral health providers. The case manager will advocate on behalf of the client with such programs as necessary.

- c. Specifically explain how eligibility will be determined and by whom.**

The consumer, at assessment must meet service eligibility levels (1-18), as indicated on current OPI Service Level Matrix in order to receive in-home services. Assessments are completed by the assigned OPI Case Manager to determine service eligibility.

The consumer cannot be receiving Medicaid benefits, except: CAWEM, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), Qualified Medicare Beneficiary (QMB), or Supplemental Low Income Medicare Beneficiary Programs (SLMB).

Any individual residing in an Assisted Living, Adult Foster Home, or a Nursing Facility shall not be eligible for authorized services.

\*\*As funding allows, transitional services will be provided to persons wishing to relocate from an institution to their place of residence. If the individual is leaving facility against medical advice (AMA), determination for appropriate services will be reviewed on a case by case basis.

**d. Plainly state and illustrate how the services will be provided.**

The determination of Oregon Project Independence (OPI) services is based on each consumer's cultural and linguistic preferences, and financial, functional, medical, and social need for services. Service eligibility level will be indicated through the Client Assessment/Planning System (CA/PS).

After the initial eligibility determination, the determination of continued OPI services is made at regular intervals but not less than twelve months. Informal assessments and consumer follow up will occur as needed. A full financial assessment is not necessary at these informal intervals unless there is a significant change to income as indicated by the consumer.

Consumers may choose an in-home care worker or services from a contracted agency. When the OPI budget allows, other services such as respite care, home repair/modifications, DME, and home delivered meals will be provided by the appropriate contractor(s).

**e. Describe the agency policy for prioritizing OPI service delivery for both the waiting list and hours/types of services for the individual.**

Priority for authorized services will maintain consumers already receiving authorized services as long as their needs indicate. New clients are added to the program as capacity and budget allows.

If OPI budget constraints or capacity do not allow for the immediate start of in-home services then consumers will be placed on a waiting list. Prioritization of services will be based on the state standardized OPI Risk Tool (SDS 287J) that measures the risk for out of home placement. Consumers with the highest risk of out of home placement are given priority on the waiting list.

All consumers placed on the OPI waiting list will be offered Options Counseling services to assist them in exploring alternative options to meet their stated needs and preferences.

The Clackamas County OPI program has a service plan maximum of 15 hours per month. Exceptions are made by the program supervisor on a case-by-case basis. The protocol for temporary increase of OPI service hours are as follows:

1. No more than 10 percent of the current active case load will be approved for hours exceeding the original service plan hours.
2. The maximum allowable hours per client for temporary increase is 20. If the client's service plan is 20 hours/month, a temporary increase can only be accommodated with the approval of the division director.
3. The need for increased services will be reviewed and evaluated every 30 days by the case manager. The OPI Case Manager will follow up with the OPI Program

Supervisor in writing supporting the need for continuing the increased service plan hours.

4. Approval for temporary increase of service hours will be awarded for the following reasons: significant change of condition resulting in a decline in overall physical and/or cognitive health, increased care needs following a hospitalization, support for primary caregiver if the caregiver has experienced a significant change of condition or has experienced a recent hospitalization, end of life/hospice, transitioning to Medicaid.
5. Prior to submitting a request to increase hours, OPI case managers will ensure that all other options have been explored (natural supports, private resources, FCSP, Senior Companion, etc.).

Authorized OPI Services:

(A) Home care supportive services limited to the following:

- (i) Home care;
- (ii) Chore;
- (iii) Assistive technology device;
- (iv) Personal care;
- (v) Adult day services;
- (vi) Registered nurse services; and
- (vii) Home delivered meals.

(B) Assisted transportation

A person-centered service plan is developed by the case manager based on the consumer's stated needs and preferences. Services are provided as budget allows.

**f. Describe the agency policy for denial, reduction or termination of services, and, if the AAA is terminating services, illustrate how the goals of OAR 411-032-001 are being accomplished.**

Denial for Services: Consumers may be denied for services by the OPI program for various reasons. The consumer may not meet service priority level, or natural supports identified are meeting stated needs. If the OPI Case Manager determines that a denial of services is the most appropriate action to take, the Case Manager shall provide to the applicant, verbally and by mail, a written notice of this decision. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Reducing Services: A consumer may choose to reduce hours voluntarily. If a consumer requests a reduction in hours, it should be noted in the narrative. A new Service Agreement showing the reduction in hours will be sent to consumer for signature.

Services may be reduced by the OPI program for various reasons. The consumer's condition may improve or needs decrease. A family member may increase involvement, taking on additional responsibilities for the provision of care. If the OPI Case Manager determines that a reduction of services is the most appropriate action to take, following Medicaid standards, a ten day notice of reduction of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and

shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Closing Services: A consumer may choose to withdraw from services voluntarily. If a consumer determines to end services, the reason will be noted in the narrative, and the OPI Case Manager will send "Consumer Request to Withdraw" form for signature. A copy shall be given to the consumer/representative, and placed in the client file. Should a consumer request to return to the program after voluntary withdrawal, they may reapply for services. If there is a waiting list, they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, with a new date of request.

Consumers may be closed from services by the OPI program for various reasons. The consumer may not meet the service priority level, decline to engage in services, act out inappropriately toward the OPI staff (threaten violence or use verbal abuse toward OPI staff – use of racially or sexually derogative terms or other insulting language), or a home environment that is unsafe for service providers. If OPI Case Manager determines that closure of services is the most appropriate action to take, following Medicaid standards, a ten day notice of reduction of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

If consumer signs the OPI Fee Determination and OPI Service Agreement that shows a change or reduction in hours or fee, then the consumer is agreeing to these terms and therefore does not have a grievance.

**g. Specify how the agency informs consumers of their right to grieve adverse eligibility and/or service determination decisions and how the agency handles consumer complaints.**

The Clackamas County Social Services grievance policy applies. Grievance rights, including the deadline for submitting a grievance is included in all decision notices provided to the consumer for denials, reductions or termination of services. A summary of the grievance policy and procedure is also provided to consumers at the initial and annual service assessments.

If a consumer does not agree with a decision to deny, reduce, or terminate OPI services then they may utilize the following procedure:

1. They may request a reassessment of their needs by their OPI Case Manager. The OPI Case Manager must schedule a reassessment within five business days of the request unless an assessment has been done within the past 30 days. If the assessment has been completed within the past 30 days and there is no significant change, then the current assessment will be considered valid. Consumer may proceed to step 2.
2. The consumer may contact the OPI Program Supervisor in writing within ten (10) business days of the date of the denial letter. If the consumer uses this approach, within five business days of the consumer's letter, the OPI Program Supervisor will contact the consumer and discuss the decision and the review

process. If the consumer still disagrees with the decision they may follow Step 3 below.

3. The consumer may file a written grievance within 10 business days of the conversation with the OPI Program Supervisor. Their grievance should be submitted to: CCSS Director, PO BOX 2950, Oregon City, OR 97045. If the consumer uses this approach the Director will schedule a grievance review meeting within ten business days of receiving the consumer's written grievance. The consumer and their representative, if any, will be notified in writing, of the date, time and location of this meeting. The consumer's rights at this meeting will be set forth in the meeting notice. To allow adequate time for planning, consumers are asked to let the Director know at least 5 business days before the meeting if special accommodations are requested.

If the consumer grieves the decision to terminate their OPI services, they will continue to receive this service until the outcome of the formal grievance is known.

Every effort is made to offer services that will be sustainable for as long as the consumer needs and wants them. Occasionally, unforeseen circumstances lead to budgetary constraints which may require a reduction in services. In this case, reduction of services is not grievable.

**h. State the cost of authorized services per unit and explain how fees for services will be implemented, billed, collected and utilized.**

Fees for service are based on a sliding fee schedule to all eligible consumers whose annual income exceeds the minimum household income limit, as established by the State.

A one-time fee is applied to all consumers receiving OPI authorized services who have adjusted income levels at or below federal poverty level. The fee is due at the time eligibility for OPI authorized services has been determined.

- (a) A second attempt to collect the one-time fee is not required.
- (b) Consumers who identify a financial hardship may request that the one-time fee of \$25 be waived.
- (c) Consumers who wish to have the fee waived should contact the OPI Program Supervisor by phone, email or in writing within 10 business days of receipt of the invoice to request a waiver. The invoice will include contact information and instructions on how to request a waiver. Proof of financial hardship may be required by the OPI Program Supervisor before approval.

**i. Describe the agency policy for addressing consumer non-payment of fees, including when exceptions will be made for repayment and when fees will be waived.**

OPI consumers who have been assessed a fee for service will be billed by Clackamas County each month after Home Care Worker vouchers have been processed and after agencies have billed Clackamas County.

If at initial assessment or annual review, the consumer indicates that they are unable to pay the copay for services, a request can be made to the OPI Program Supervisor for an

accommodation. Accommodations will be reviewed and determined appropriate on a case by case basis.

Billing is sent out monthly by administrative staff, detailing current and any past-due charges or amounts. Reconciliation for billing is completed on the 15th of each month. If a consumer is more than 60 days past due, admin staff processing consumer bills and payments, will notify the OPI case manager that they have sent a past due notice to consumer.

The letter being sent to the consumer will notify them of their past due amount and inform them that the case is at risk of closure within 30 days after the date of the letter if payment arrangements are not made. The letter will include instructions on who to contact to make payment arrangements if they wish for past due amounts.

If a consumer, who is still receiving services, elects to make monthly payment arrangements for a past due bill then agreements will be made that the minimum monthly payment plus an additional \$10.00 above this will be paid in order to work toward paying off the debt. A written summary of the agreement and payment plan will be mailed to the consumer within 10 business days for signature and return for consumer records. The staff coordinating the plan will notify the OPI Case Manager that payment arrangements have been made.

If payment is not received by the date listed in the original letter, or the consumer declines to make payment arrangements, the OPI Case Manager will discontinue the consumer's OPI services and send a closure letter to the consumer and in-home care provider. All efforts will be made to work with consumers on payments for services (current and past due) to ensure that services will continue.

If the consumer pays the past due amount after the OPI case has been closed they may reapply for services. If there is a waiting list they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, and new date of request.

**j. Delineate how service providers are monitored and evaluated.**

Quarterly meetings are held with contracted agency service providers to discuss contractual requirements, updates, changes and ongoing expectations. In these meetings, there are discussions around any contractual deficiencies, and expectations and timelines are set for addressing and correcting those deficiencies.

## D-2 Services Provided to OAA and/or OPI Consumers:

<input checked="" type="checkbox"/> <b>#1 Personal Care</b> (by agency) Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Adams & Grey, DBA: Marquis @ Home; Affordable Care LLC, DBA: Helping Hands Home Care; Sandy Home Care Services, Inc (see Appendix F for address and phone numbers. All for profit agencies.) Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#1a Personal Care</b> (by HCW) Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds
<input checked="" type="checkbox"/> <b>#2 Homemaker</b> (by agency) Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Adams & Grey, DBA: Marquis @ Home; Affordable Care LLC, DBA: Helping Hands Home Care; Sandy Home Care Services, Inc (see Appendix F for address and phone numbers. All for profit agencies.) Note if contractor is a “for profit agency”
<input checked="" type="checkbox"/> <b>#2a Homemaker</b> (by HCW) Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds
<input type="checkbox"/> <b>#3 Chore</b> (by agency) Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#3a Chore</b> (by HCW) Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds

**#4 Home-Delivered Meal**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#5 Adult Day Care/Adult Day Health**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#6 Case Management**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.; Senior Citizen's Council of Clackamas County (see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#7 Congregate Meal**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”



**#8 Nutrition Counseling**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#9 Assisted Transportation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Adams & Grey, DBA: Marquis @ Home; Affordable Care LLC, DBA: Helping Hands Home Care; Sandy Home Care Services, Inc (see Appendix F for address and phone numbers. All for profit agencies.)

Note if contractor is a “for profit agency”

**#10 Transportation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#11 Legal Assistance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Legal Aid Services of Oregon, Portland Regional Office, 921 SW Washington, Ste. 500, Portland, OR 97205

Note if contractor is a “for profit agency”

**#12 Nutrition Education**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#13 Information & Assistance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#14 Outreach**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#15/15a Information for Caregivers**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#16/16a Caregiver Access Assistance**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#20-2 Advocacy**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#20-3 Program Coordination & Development**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#30-1 Home Repair/Modification**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#30-4 Respite Care (IIB/OPI)**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#30-5/30-5a Caregiver Respite**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

City of Lake Oswego – Lake Oswego Adult Comm. Ctr.; North Clackamas Parks & Rec-Milwaukie Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr. (see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#30-6/30-6a Caregiver Support Groups**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#30-7/30-7a Caregiver Supplemental Services**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#40-2 Physical Activity and Falls Prevention**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#40-3 Preventive Screening, Counseling and Referral**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#40-4 Mental Health Screening and Referral**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#40-5 Health & Medical Equipment**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#40-8 Registered Nurse Services**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Adams & Grey, DBA: Marquis @ Home; Affordable Care LLC, DBA: Helping Hands Home Care; Sandy Home Care Services, Inc (see Appendix F for address and phone numbers. All for profit agencies.)

Note if contractor is a “for profit agency”

**#40-9 Medication Management**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#50-1 Guardianship/Conservatorship**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Senior Citizens Council of Clackamas County, P.O. Box 1777, Oregon City, OR 97045

Note if contractor is a “for profit agency”

**#50-3 Elder Abuse Awareness and Prevention**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#50-4 Crime Prevention/Home Safety**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#50-5 Long Term Care Ombudsman**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#60-1 Recreation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#60-3 Reassurance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a “for profit agency”

**#60-4 Volunteer Recruitment**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#60-5 Interpreting/Translation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#70-2 Options Counseling**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

**#70-2a/70-2b Caregiver Counseling**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a “for profit agency”

<input type="checkbox"/> <b>#70-5 Newsletter</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#70-8 Fee-based Case Management</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input checked="" type="checkbox"/> <b>#70-9/70-9a Caregiver Training</b> Funding Source: <input checked="" type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input checked="" type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input checked="" type="checkbox"/> <b>#70-10 Public Outreach/Education</b> Funding Source: <input checked="" type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr.; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers) Note if contractor is a “for profit agency”
<input checked="" type="checkbox"/> <b>#71 Chronic Disease Prevention, Management/Education</b> Funding Source: <input checked="" type="checkbox"/> OAA <input type="checkbox"/> OPI <input checked="" type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input checked="" type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”



<input type="checkbox"/> <b>#72 Cash and Counseling</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#73/73a Caregiver Cash and Counseling</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#80-1 Senior Center Assistance</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#80-4 Financial Assistance</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input checked="" type="checkbox"/> <b>#80-5 Money Management</b> Funding Source: <input checked="" type="checkbox"/> OAA <input type="checkbox"/> OPI <input checked="" type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input checked="" type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”
<input type="checkbox"/> <b>#Volunteer Services</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors):  Note if contractor is a “for profit agency”

## Section E – Area Plan Budget

Budget by Service Category

Area Plan Budget, Worksheet 1

Clackamas County Social Services (CCSS)

BUDGET PERIOD: 7.1.2016 - 6.30.2017 Area Plan Year 1

(3)	(4)	(5)	(9)						(10)	(11)	(12)	(13)	(14)	(15)
			OAA						OAA Total					
Matrix	SERVICE NAME		T III B	T III C-1	T III C-2	T III D	T III E	T VII		NSIP	OPI	Other State-provided Funds	Other Cash Funds	Total Funds
<b>ADMINISTRATION</b>			\$106,166	\$0	\$0	\$0	\$16,614	\$0	\$122,780	\$0	\$74,580	\$13,626	\$0	\$197,360
20-1	Area Plan Administration	C = Contract	\$85,444				\$16,614		\$102,058		\$74,580			\$176,638
20-2	AAA Advocacy	D = Direct Provision	\$20,722						\$20,722					\$20,722
20-3	Program Coordination & Development								\$0			\$13,626		\$0
<b>ACCESS SERVICES</b>			\$446,643	\$0	\$0	\$6,992	\$0	\$0	\$453,635	\$0	\$262,577	\$95,605	\$680,814	\$1,397,026
6	Case Management	C/D	\$66,172						\$66,172		\$261,777			\$327,949
10	Transportation	C/D	\$141,485						\$141,485				\$680,814	\$822,299
13	Information & Assistance	C/D	\$149,073						\$149,073			\$95,605		\$149,073
14	Outreach	C/D	\$21,519						\$21,519					\$21,519
40-3	Preventive Screening, Counseling, and Referral	C	\$40,144			\$6,992			\$47,136					\$47,136
70-2	Options Counseling	D	\$25,700						\$25,700					\$25,700
70-10	Public Outreach/Education	C	\$2,550						\$2,550					\$2,550
<b>IN-HOME SERVICES</b>			\$31,935	\$0	\$0	\$0	\$0	\$0	\$31,935	\$0	\$470,490	\$0	\$0	\$502,425
1	Personal Care	C							\$0		\$42,000			\$42,000
2	Homemaker/Home Care	C							\$0		\$104,000			\$104,000
2a	Homemaker/Home Care - HCW	C							\$0		\$305,290			\$305,290
40-5	Health, Medical & Technical Assistance Equip.	D							\$0					\$0
40-8	Registered Nurse Services	C							\$0		\$19,200			\$19,200
60-3	Reassurance	C	\$31,935						\$31,935					\$31,935
<b>LEGAL SERVICES</b>			\$19,290	\$0	\$0	\$0	\$0	\$0	\$19,290	\$0	\$0	\$0	\$0	\$19,290
11	Legal Assistance	C	\$19,290						\$19,290					\$19,290
<b>NUTRITION SERVICES</b>			\$0	\$217,443	\$404,075	\$0	\$0	\$0	\$621,518	\$175,664	\$0	\$0	\$0	\$797,182
4	Home Delivered Meals	C			\$404,075				\$404,075	\$114,209				\$518,284
7	Congregate Meals	C		\$217,443					\$217,443	\$61,455				\$278,898

FAMILY CAREGIVER SUPPORT			\$0	\$0	\$0	\$0	\$184,794	\$0	\$184,794	\$0	\$0	\$0	\$0	\$184,794
15	Information for Caregivers	D					\$6,342		\$6,342					\$6,342
15a	Information for CGs serving Children	D					\$394		\$394					\$394
16	Caregiver Access Assistance	D					\$66,040		\$66,040					\$66,040
16-a	Caregiver Access Assistance-Serving Children	D					\$5,084		\$5,084					\$5,084
30-5	Caregiver Respite	C/D					\$50,875		\$50,875					\$50,875
30-5a	Caregiver Respite for Caregivers Serving Children	D					\$4,225		\$4,225					\$4,225
30-6	Caregiver Support Groups	D					\$5,139		\$5,139					\$5,139
30-6a	Caregiver Support Groups Serving Children	D					\$5,639		\$5,639					\$5,639
30-7	Caregiver Supplemental Services	D					\$31,220		\$31,220					\$31,220
30-7a	Caregiver Supplemental Services-Serving Children	D					\$4,346		\$4,346					\$4,346
70-2a	Caregiver Counseling	D					\$600		\$600					\$600
70-2b	Caregiver Counseling-Serving Children	D					\$200		\$200					\$200
70-9	Caregiver Training	D					\$4,440		\$4,440					\$4,440
70-9a	Caregiver Training - Serving Children	D					\$250		\$250					\$250
<b>SOCIAL &amp; HEALTH SERVICES</b>			<b>\$38,937</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,030</b>	<b>\$0</b>	<b>\$4,580</b>	<b>\$66,547</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,130</b>	<b>\$99,965</b>	<b>\$166,512</b>
40-2	Physical Activity & Falls Prevention	C				\$13,586			\$13,586			\$38,000		\$13,586
50-1	Guardianship/ Conservatorship	C	\$38,937						\$38,937				\$99,965	\$138,902
50-3	Elder Abuse Awareness and Prevention	D						\$4,580	\$4,580					\$4,580
71	Chronic Disease Prevention, Management & Ed	C/D				\$9,444			\$9,444			\$16,837		\$9,444
80-5	Money Management	D	\$0						\$0					\$0
900	Other (IT Equipment)	D							\$0			\$7,293		\$0
<b>GRAND TOTAL</b>			<b>\$642,971</b>	<b>\$217,443</b>	<b>\$404,075</b>	<b>\$30,022</b>	<b>\$201,408</b>	<b>\$4,580</b>	<b>\$1,500,499</b>	<b>\$175,664</b>	<b>\$807,647</b>	<b>\$171,361</b>	<b>\$780,779</b>	<b>\$3,264,589</b>

## APPENDICES

- A: Organization Chart
- B: Advisory Council(s) and Governing Body
- C: Public Process
- D: Report on Accomplishments from 2011-2012 Area Plan Update
- E: Emergency Preparedness Plan
- F: List of Designated Focal Point
- G: OPI Policies and Procedures
- H: Partner Memorandums of Understanding
- I: Statement of Assurances and Verification of Intent
- J: Clackamas County Policy on Aging
- K: Acronym List

# APPENDIX A: Organization Chart

<p>ADMINISTRATIVE SERVICES MANAGER CHRISTOPHERSON, T. 1.0 FTE</p> <p>Neidiger, A Office Specialist 1 (1.0) Hoffmeister, T Program Aide 2 (1.0) Danielson, S Admin Analyst 2 (1.0) Gardner, B Office Specialist 1 (1.0) Oakley, L Admin Analyst 2 (1.0) Chen, S Office Specialist 1 (1.0) Huffman, N Admin Assistant (1.0) Jackson, P Office Specialist 1 (1.0) Skinner, V Admin Assist (1.0) McNamara, M Admin Analyst 1 (1.0)</p>	<p>Desky Snook Kennedy</p> <p>HEALTH HOUSING &amp; HUMAN SERVICES DEPT JILL ARCHER, ASSISTANT DIRECTOR</p> <p>RVICES DIVISION BRENDA DURBIN, DIRECTOR 1.0</p>	<p>COUNTY ADMINISTRATOR DONALD KRUPP</p> <p>HEALTH HOUSING &amp; HUMAN SERVICES DEPT RICHARD SWIFT, DIRECTOR</p> <p>HEALTH HOUSING &amp; HUMAN SERVICES DEPT JILL ARCHER, ASSISTANT DIRECTOR</p> <p>RVICES DIVISION BRENDA DURBIN, DIRECTOR 1.0</p>
<p>Croenl, J HS Coordinator (1.0) Garcia, M HS Assistant (1.0) Protsenko, O HS Assistant (.50) Protsenko, L HS Assistant (1.0) Navarro, O Program Aide 2 (1.0) Murnin, M HS Assistant (1.0)</p>	<p>Arnold, R. TS Driver, Temp Eastberg, E HS Assist, Temp Greathouse, A TS Driver, Temp Kaufman, C Program Aide 1 Temp King, J TS Driver, Temp Meagher, P HS Assist, Temp Nazarenko, L HS Assist, Temp Villavicencio, B TS Driver, Temp Richardson, E TS Driver, Temp Southworth, J HS Assist, Temp Tuvey, T TS Driver, Temp</p>	<p>Bandes, S HS Coord 2 (1.0) Henderson, K HS Coord 2 (1.0) Jungenberg, J HS Coord 1 (1.0) Husman, P Program Aide 2 (1.0) Vandecoevering, C HS Coord 1 SCP (1.0) Vacant HS Assist (1.0) Sampson, J HS Coord 1 PT (.80) Hays, W. HS Coord 1 RSV/P (.80)</p>
<p>Genke, R Temp Gen-Rios, N Temp McMichael, K Temp Ezell, S Temp Farley, T Temp Baggett, H Temp Ferber, C Temp</p>	<p>Bergin, P I&amp;R Specialist 2 (1.0) Bundy, A OPI Case Manager (1.0) Johnson, S I&amp;R Specialist 2 (1.0) Vacant HS Coordinator 1 (.25) John Bapiste, K OPI Case Mgr (1.0) Reid, S OPI Case Mgr (1.0) McAllister, L I&amp;R Specialist 2 (1.0) Nicolissen, D HS Assistant 1 (1.0) Carleton, P Case Manager (1.0) Alexander, L I&amp;R Specialist 1</p>	<p>HUMAN SERVICES SUPERVISOR KATIE TILTON 1.0 FTE</p> <p>HUMAN SERVICES SUPERVISOR SARAH BRIGGS 1.0 FTE</p>
<p>TOTAL FTE 95.65</p>	<p>TOTAL FTE 95.65</p>	<p>TOTAL FTE 95.65</p>

15.50 FTE

## APPENDIX B: Governing Body & Advisory Council

### AGENCY'S GOVERNING BODY

Agency's Governing Representative Name & Contact Information	Date Term Expires (if applicable)	Title/Office (if applicable)
John Ludlow	12/31/16	Chair, County Commissioner
Jim Bernard	12/31/18	County Commissioner
Paul Savas	12/31/18	County Commissioner
Martha Schrader	12/31/16	County Commissioner
Tootie Smith	12/31/16	County Commissioner

Name & Contact Information	Date Term Expires	Category of Representation
Bernard, Siri 2437 SE Lake Road Milwaukie, OR 97222-7747	6/30/2017	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Breiling, Mary 17685 S. Holly Lane Oregon City, OR 97045	6/30/2017	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Burns, Ellen 7550 Charolais Court Gladstone, OR 97027	6/30/2018	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Davis, Grace 13501 S Carus Road Oregon City, OR 97045	6/30/2018	<input type="checkbox"/> 60+ y/o <input checked="" type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60
Doell, Colleen 755 Fifth Street Lake Oswego, OR 97034	6/30/2018	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Foley, Mike 6411 SE Jennings Avenue Milwaukie, OR 97267	6/30/2018	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Disabled
Graebert-Rodriquez, Gabriele 170 Linn Ave. Oregon City, OR 97045	6/30/2017	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public

Koehrsen, Glenn 15144 S. Graves Rd. Mulino, OR 97042	6/30/2019	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input checked="" type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Lorton, Marge 18003 SE Blanton Street Milwaukie, OR 97267	6/30/2018	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Disabled
Lowe, Joseph 39635 Dubarko Rd. Sandy, OR 97055	6/30/2018	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60 & Disabled
Meader, Anne 12460 Crisp Drive Oregon City, OR 97045	6/30/2018	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Miller, Erik 2133 Johnyne Court West Linn, OR 97068	6/30/2018	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60
Popp, Susan 12392 SE 126th Avenue Happy Valley, OR 97086	6/30/2018	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60
Rushton, Tom 1441 S Ivy Street #906 Canby, OR 97013	6/30/2018	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60 & Disabled
Seitz, Virginia 4591 SE Logus Road Milwaukie, OR 97222	6/30/18	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Shimada, Karen 700 Molalla Avenue Oregon City, OR 97045	6/30/2017	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60

<p>Taylor, Sandra 5225 Jean Road 303 Lake Oswego, OR 97035</p>	<p>6/30/2017</p>	<p><input checked="" type="checkbox"/>60+ y/o <input type="checkbox"/>Minority <input type="checkbox"/>Rural  <input type="checkbox"/>Service provider <input type="checkbox"/>Veteran  <input type="checkbox"/>Family Caregiver  <input type="checkbox"/>Elected official <input checked="" type="checkbox"/>General Public</p>
<p>Wronski, Holli 10567 SW Murdock Street Tigard, OR 97224</p>	<p>6/30/2018</p>	<p><input type="checkbox"/>60+ y/o <input type="checkbox"/>Minority <input type="checkbox"/>Rural  <input checked="" type="checkbox"/>Service provider <input type="checkbox"/>Veteran  <input type="checkbox"/>Family Caregiver  <input type="checkbox"/>Elected official <input checked="" type="checkbox"/>General Public  <input checked="" type="checkbox"/> Under 60</p>



## **APPENDIX C: Public Process**

### Area Plan Focus Groups:

An overview of the Area Plan was presented at all meetings, including why the Plan is required. Participants were asked a series of questions that correspond with most of those in the survey.

Older Adults Focus Group Location: Sandy Community Center

Date: 2/22/2016

Number in Attendance: 5. Number of 60 y/o+: 5

Older Adults Focus Group Location: Canby Adult Center

Date: 2/24/2016

Number in Attendance: 8. Number of 60 y/o+: 8

\*SAGE Focus Group Location: County Public Services Building

Date: 3/4/2016

Number in Attendance: 2. Number of 60 y/o+: 1

### Area Plan Survey:

Paper and online surveys (in English and Spanish) were conducted throughout February 2016. In total, 180 people completed the English survey, and two people completed the Spanish survey.

### Transportation Survey:

A transportation survey given to area seniors was completed in June 2015. The 13 responses indicate a great need for short-notice rides, after hours and weekend transportation, and more assistance for veterans.

### Transportation Focus groups:

City and Meeting Location: Canby, Hope Village

Date: 12/10/2014

Number in Attendance: 5. Number of 60 y/o+: 5

City and Meeting Location: Canby, Canby Adult Center

Date: 12/17/2014

Number in Attendance: 5. Number of 60 y/o+: 7

City and Meeting Location: Lake Oswego, Lake Oswego Adult Center

Date: 12/3/2014

Number in Attendance: 6. Number of 60 y/o+: 6

City and Meeting Location: Lake Oswego, Lake Oswego Adult Center

Date: 12/12/2014

Number in Attendance: 5. Number of 60 y/o+: 5

#### Technology Survey:

A technology survey was conducted among area clients of the Oregon Project Independence program. The survey ran from November 2014 through January 2015. 101 seniors and people with disabilities completed the survey. Responses show that lack of affordability and training are frequently barriers to use of technology such as computers and smartphones.

#### Food Security Roundtable:

On October 26, 2015 about 45 people participated in a roundtable discussion of how to increase food security in the county, particularly for seniors, people with disabilities and minorities.

#### \*SAGE Direct Survey Outreach:

This organization serves the needs of gay, lesbian, bisexual and transgender elders. Surveys were shared with the county branch of the organization.

## APPENDIX D: Final Updates on Accomplishments from 2013-16 Area Plan

### Family Caregivers

Family support is key to successful aging in place and decreased institutionalization of individuals with long-term care needs. Nationally, 66% of older persons rely on unpaid family caregivers for some level of support.

The county wide telephone survey determined that 32% of those reporting caregiving responsibilities “never” or “seldom” receive the support they need. Eighty percent of participants who participated in the one-on-one interviews and who, as a group, had lower incomes and more frailty than the telephone respondents, indicated that their care needs were not being adequately addressed. The need for family caregivers will grow since the population of those aged 85 and over is the third fastest growing cohort in the county, and 40% of those 65 and over have at least one disabling condition.

The Hispanic Report found that most Hispanic seniors rely on family to provide care, and for more traditional families this is generally a positive experience that reflects a culture of multi-generational households and respect for elders. However, some respondents indicated that, as their children became more acculturated, their interest in providing care for an older loved one diminished.

It is also important to note that many newly returning veterans have significant care needs, and veterans of past wars are aging and will need additional assistance.

**The Program:** The Family Caregiver Support Program (FCSP) helps unpaid family caregivers by providing emotional support, respite care stipends, educational classes, information and access to other programs.

The services provided by FCSP in conjunction with its partners help promote healthy aging, aging in place and family caregiver self-care. This holistic approach to care can delay or avoid client entry into the Medicaid system, provide an alternative to individuals at risk of institutionalization, and support the needs of family caregivers. Caregivers who participate in FCSP programs report reduced stress and depression, and are able to keep their loved ones in their home longer.

Some family caregivers find that asking for help is very difficult. The program strives to help family caregivers understand that seeking help proactively can have tremendous benefits to their own stress and depression and their loved one’s quality of care. Additional barriers reported include geographic access to services, time commitment, availability of respite care, and transportation. Some family caregivers also find it difficult to find time to complete the required paperwork, submit proper receipts, or even ask for help. The amount of funding available restricts the FCSP’s ability to assist caregivers on an ongoing basis.

**Screening and Assessment:** The FCSP program utilizes a phased screening and assessment tool called “Road Mapping”. The process includes five major components:

- The **initial assessment** involves an intake by phone or in-person that is tailored to address the time constraints of family caregivers and is focused on getting basic needs addressed
- The FCSP Coordinator summarizes each initial assessment with **benchmarks for future care** and action planning
- An **in-depth evaluation** for services is developed based on the specific needs of each caregiver. This generates a resource packet of applicable programs and services available to support the caregiver’s care and action planning efforts

- A **care/action plan** is developed that helps facilitate the “road mapping” needed to increase the caregivers’ capacity to care for themselves and their loved ones
- An **evaluation** of each care/action plan is done on an annual basis that screens for increased knowledge of services and resources, self management skills, and reduction in stress

## **Clackamas County’s implementation of the Seven Core FCSP Elements**

### **Core Element #1: Information Services and Group Activities**

FCSP participates in information and referral meetings, resource fairs and community events designed to highlight services for family caregivers.

### **Core Element #2: Specialized Family Caregiver Access to Services (one-on-one)**

Each caregiver who contacts FCSP receives specific information pertaining to his or her caregiving situation. One-on-one sessions are done by phone or in person. In some cases, a home visit is scheduled to further assess the need for services. The FCSP process specifically recognizes each family caregiver’s individual needs and differences.

### **Core Element #3: Counseling**

Counseling is done through referral and the use of Supplemental Services grants when they are available.

### **Core Element #4: Training**

Powerful Tools for Caregivers and Living Well with Chronic Conditions workshops are provided directly through the FCSP. Other trainings are available through FCSP and partner agencies on topics of relevant and applicable nature. Trainings are also available through the Supplemental Service component of the FCSP, which further supports the unique needs of each family caregiver and the issues he or she is currently facing.

### **Core Element #5: Support Groups**

FCSP does not directly manage support groups or networks. Program staff works to empower family caregivers to create sustainable ways to keep each other connected, engaged, informed and mentored.

### **Core Element #6: Respite Care**

Respite care is provided through grants to family caregivers. Grants of up to \$250 per year for each qualified participant are available as funding allows. The use of the grant funds are self-directed by the caregiver and can include personal care, adult day services, overnight placement, homemaking services, and errand running. While use is self-directed, all services must fall within the FCSP standards.

### **Core Element #7: Supplemental Services**

As with respite care, supplemental services are provided through grants of up to \$250 and are intended as flexible enhancements to caregiver support. Examples of services include home repairs, assistive technologies, caregiver survivor kits, professional consultations, training materials, emergency response systems, and legal assistance.

**ISSUE AREA: FAMILY CAREGIVER SUPPORT**

**PROFILE: THE FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) WORKS IN PARTNERSHIP WITH NUMEROUS LOCAL COMMUNITY ORGANIZATIONS TO COMPLEMENT THE NETWORK OF SERVICES AVAILABLE TO CLACKAMAS COUNTY FAMILY CAREGIVERS. SENIOR CENTERS, NON-PROFITS, FAITH-BASED ORGANIZATIONS, GOVERNMENT AGENCIES, OREGON PROJECT INDEPENDENCE AND MANY OTHER PROGRAMS COLLABORATE ON OUTREACH PROJECTS AND SERVICES SUCH AS RESOURCE FAIRS, WORKSHOPS, SUPPORT GROUPS, POWERFUL TOOLS FOR CAREGIVERS AND LIVING WELL WITH CHRONIC CONDITIONS. FCSP CONDUCTS A ROAD MAPPING ASSESSMENT OF EACH CLIENT’S CASE TO DETERMINE WHICH SERVICES WOULD BE APPLICABLE AND MAKES RECOMMENDATIONS ON HOW TO ACCESS SERVICES NEEDED IMMEDIATELY AND OVER TIME. FCSP OFFERS DIRECT INFORMATION SERVICES AND GROUP ACTIVITIES, SPECIALIZED ONE-ON-ONE SERVICE SCREENING, REFERRALS TO COUNSELORS, TRAINING, SUPPORT GROUP REFERRALS, AND LIMITED GRANTS FOR RESPITE AND SUPPORT SERVICES.**

**Problem/Need Statement:** In order to provide Clackamas County family caregivers with the relief they need and to tailor service to unique situations and individual characteristics of caregivers, FCSP will continue to engage in outreach efforts focused on marginalized individuals and groups of caregivers. FCSP’s specific efforts to address barriers identified by Clackamas County family caregivers are summarized below:

<b>Issue Area:</b> Family Caregivers Self-Care Resources/ Addressing barriers to participation in the program.					
<b>Goal:</b> Provide tailored self-directed support and services with respect for unique situational and individual characteristics including but not limited to cultural, socio-economic, geographical and other differences of FCSP program participants and beneficiaries.					
Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2013-2016 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase by 10% each year, for four years, the number of individuals from underserved populations accessing Family Caregiver services.	Assess current outreach plan and implement changes to effectively reach underserved populations.	FCSP Coordinator	Prior to 1/1/13 start of Area Plan	6/30/13	Data has been collected regarding caregivers in the following areas: <ul style="list-style-type: none"> <li>Alzheimers and Dementia</li> <li>LGBTcaregivers and recipients</li> </ul>

<ul style="list-style-type: none"> <li>• Families affected by Alzheimer's</li> <li>• Ethnic minorities</li> <li>• LGBT seniors and families</li> <li>• Families affected by mental illness</li> <li>• Social and geographically isolated caregivers</li> <li>• Caregivers will assess functional and access needs</li> </ul>					<ul style="list-style-type: none"> <li>• Ethnicity</li> <li>• Care recipients who have mental health diagnoses</li> <li>• Caregivers' perception of their own social isolation.</li> </ul> <p>This data is being collected for the 2014-2015 fiscal year using the RTZ system.</p> <p>We are re-evaluating our outreach and capacity building efforts in order to increase services to caregivers in all of the above areas. This includes participation in events that target underserved populations. This includes Festival Latino and Gay and Gray Festival and Portland Pride.</p> <p><u><a href="#">As of June of 2016, 7% of caregivers are from minority populations and 23% have incomes below the poverty line. 34% of grandparents raising grandchildren</a></u></p>
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					<a href="#">are from minority populations and 72% have incomes below the poverty line.</a>
	Analyze the screening and assessment process and make applicable changes to reduce access barriers.	FCSP Coordinator	Prior to 1/1/13 start of Area Plan	6/30/16	The application packet given to caregivers has been significantly streamlined with special attention given to providing a shorter, more simplified, yet more informative application process. In addition, program materials that describe services offered was streamlined and simplified. In the beginning of the 2014-2015 fiscal year, the program began using the RTZ database for electronic client files.
	Evaluate the effectiveness of the outreach plan through an annual survey that includes documenting the number of caregivers from underserved populations served	FCSP Coordinator	7/01/13		See above re: data collection. Due to staffing changes, the annual survey was not disseminated in 2013-2014. It will be reinstated in the spring/summer of 2015. <a href="#">The FCSP annual survey was</a>

					<a href="#"><u>reinstated in the spring of 2016. The results are being used to develop additional program modifications.</u></a>
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	<p>For each underserved population:</p> <ul style="list-style-type: none"> <li>• Conduct baseline analysis on FCSP client demographics</li> <li>• Convene community conversations with family caregivers and service partners around diversity and service equity</li> <li>• Hold focus groups on population specific needs to ID improvement areas in service delivery</li> <li>• Implement targeted messaging based on community conversations and focus groups</li> </ul> <p>Conduct an evaluation of efforts to assess service access changes by targeted caregiver populations</p>	<p>FCSP Coordinator, VCP Program Manager at CCSS</p>	<p>1/1/13</p>	<p>Baseline data on the number of individuals served is collected annually. The program plans to manage changes in trends over time. At this point, the data is limited and doesn't offer reliable trends. Each FCSP client is asked to complete a demographic information. The assessment is done during intake; and is self-declared and voluntary.</p> <p><a href="#">A caregiver client survey was completed in spring of 2016. Efforts were made to convene a focus group but the ongoing responsibilities of caregivers prevented this from being accomplished</a></p> <p>See above regarding FCSP's efforts to reach out to underserved communities. This will continue to be a</p>
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					high priority of the program.
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## **Information and Assistance Services and Aging & Disability Resource Connections (ADRCs)**

The Census Bureau anticipates that by 2050, one American in 20 will be 85 years old or older, compared to one in 100 today. From 2000 to 2010, the number of people in Clackamas County ages 60 to 64 years increased 94.5%. During that same time period the number of persons aged 65 to 69 increased by 74.5%.

Because many older adults, their families and caregivers, as well as younger persons with disabilities, do not know where to turn when they are faced with increasing needs associated with aging and disability, Clackamas County made the decision to create an Aging and Disability Resource Center (ADRC) in keeping with a national trend. ADRCs are single point-of-entry, highly visible and trusted places to which all people can turn for a full range of long-term support options and information. Typically, components of an ADRC include specialized information and assistance (I&A) including a self-service component, long term care options counseling, healthy aging opportunities, streamlined eligibility determination for public assistance, continuous quality improvement activities and care transitions supports. The mission of the Clackamas ADRC is to provide consumers with expert cost-effective pre-crisis planning for short- and long-term needs. Services provided are consumer-driven, and an emphasis is placed on self-determination wherever possible. Although ADRC serves anyone who requests assistance, the program focuses more specifically on older adults and persons with disabilities who are not Medicaid eligible, but who cannot afford or are not inclined to purchase this type of service from the private sector. Much of the service provided is short term and informational in nature. More intensive, comprehensive long-term care options counseling services are provided to those actively seeking assistance transitioning to a higher level of care due to a change in their personal or financial circumstances, or a change in their physical condition.

The Clackamas ADRC is comprised of Information and Referral (I&R) Specialists who have been certified by the Association of Information and Referral Services (AIRS), as well as Oregon Project Independence Program. Clackamas County Social Services' Volunteer Connection programs including the Family Caregiver Support Program, Retired and Senior Volunteer Program (RSVP) and Senior Companion Program, Transportation Reaching People, Senior Health Insurance Benefit Assistance Program (SHIBA) are also a part of the Clackamas ADRC. The County Veterans Service Office is, as well. Community partners with whom the Clackamas ADRC works closely are the adult community centers, the Department of Human Services Aging and People with Disabilities, Senior Citizens Council and various providers of behavioral health services. Relationships are developing with hospitals, other medical providers and private entities such as long-term care communities, which provide key resources to older adults and people with disabilities.

Clackamas County was able to establish an ADRC by realigning existing funding. Historically Social Services has used both OAA and CSBG (Community Services Block Grant) funds to support a comprehensive Information and Referral system that includes trained staff, an on-line database, and regular involvement in community health and resource fairs. In August of 2010, after months of discussion and planning with 211 Info and various stakeholders, Social Services transferred to 211 Info the responsibility of answering 211 calls from Clackamas County. This change allowed the existing I&R staff to focus their efforts on addressing the concerns of older adults, persons with disabilities, their families and caregivers. Since the

transfer of responsibilities, ADRC staff has received Options Counseling training along with other specialized training in issues relating to age and disability. Current federal and county funding is sufficient to maintain current capacity. As call volumes increase there will be a need to identify other funding sources in order to ensure that all county residents who are in need of ADRC services receive them.

Clackamas County Social Services continues to support the statewide ADRC initiative. In 2012 Clackamas County partnered with the Area Agencies on Aging in Columbia, Multnomah and Washington Counties to create the Metro ADRC Consortium. The Consortium is advised by an operations committee that is composed of operations-level staff from Metro ADRC agencies, as well as consumers, advocates, and stakeholders representing the populations served by the ADRC. In response to requests for regional outreach efforts and planning, additional sub-committees have developed out of the Operations Committee, which include regional marketing and quality assurance committees. .

In February 2013 an application was approved by the Center for Medicare/Medicaid Services (CMS) to provide care transitions services. The Community Care Transitions Program is a collaboration between Clackamas, Washington, Columbia and Multnomah Counties, with four health systems and six hospital partners. The objective is to reduce partnering hospitals readmission rates by 20% by working with high-risk Medicare fee-for-service patients with one of 17 identified chronic conditions. The program enrolled its first client on April 17, 2013, and as of March 31, 2015, 2,004 patients have been served program wide. Of those, 544 were Clackamas County residents. As a result of collaborative efforts, approximately 89% of all Care Transitions participants avoided readmission to the hospital within 30 days of discharge.

The Clackamas ADRC works closely with 211 to ensure referrals are made appropriately. ADRC staff is responsible for updating web-based information and referral guides and in attending numerous health and information fairs.

#### **Update for FY 2013/14**

This year, Clackamas County Social Services added a new program in an effort to reduce high readmission rates in local area hospitals. The Community Care Transitions Program is part of a collaborative with Washington, Multnomah and Columbia Counties. The goal of the program is to provide healthcare coaching to individuals that are at high risk for readmission to the hospital, whom are diagnosed with a variety of chronic conditions.

This year, the ADRC is also participating in a statewide pilot project to provide pre-screening services and Medicaid outreach to individuals that are looking for state-paid assistance for long term care services.

#### **Update for FY2014/15**

As a result of State-wide funding, Clackamas County Social Services expanded its Gatekeeper program by developing a full time dedication position to the program. This has allowed Social Services to increase the Gatekeeper footprint and community impact by providing more targeted and focused trainings, leading to an increased awareness of Gatekeeper services. The goal of the Gatekeeper program is to assist community members in regular contact with vulnerable adults connect those individuals to vital services and resources. As a result of the Gatekeeper trainings and activities, we have seen an increase in Gatekeeper referrals coming in to the ADRC, allowing us in turn to provide outreach to at-risk community members.

The Clackamas ADRC has also developed a full time Long Term Care Options Counseling position due to the allocation of statewide funding. The goal of long-term care Options Counseling is to provide support and assistance to older adults and persons with disabilities in developing short- and long-term care plans. This is an interactive decision-support process whereby consumers, family members and/or significant others are supported in their deliberations to determining appropriate choices in the context of the consumer's needs preferences, values and individual circumstances. By providing this level of staffing, along with opportunities and assistance for early planning, outcomes will include: consumer engagement and ownership of the process, leading to better long term outcomes of decisions made; an opportunity to look beyond the immediate and plan for ongoing or extended needs; empowerment of those involved; better use of private resources to pay for assistance; and avoidance of costly placement in acute care settings.

In January, 2015, the contract with the Centers for Medicare/Medicaid Services was extended, allowing the Clackamas ADRC an opportunity to continue providing Care Transitions Services through the end of September, 2015. A recent review of processes and procedures has led to a significant reset and change in work flow for Care Transitions. Key activities have been broken out into two different roles: Community Coach and Hospital Coach. The Hospital Coaches role is to screen potential clients, visit and enroll them in to the program while in the hospital. Once enrolled, the Hospital Coach follows the patient throughout their hospital stay, then schedules the home visit and makes a warm hand-off to the Community Coach. The Community Coach then completes the home visit within 72 hours of discharge (best practice), and completes three follow up phone calls in the following weeks to complete the intervention. Regional efforts are currently underway to identify potential funding sources for Care Transitions beyond Sept. 2015.

The Clackamas ADRC has been active in local and state-wide discussions around outreach and marketing activities. Over the last year, the regional ADRC Marketing Team has developed several outreach campaigns, including displaying ADRC ads in small, local movie theaters in and around the Portland-Metro area. The ADRC has also run ads in local community newspapers, some of which include sections specifically older adults ("Boomers and Beyond").

The Clackamas ADRC has refined its processes for developing and utilizing a local customer satisfaction survey for individuals that have contacted the ADRC for I&R services. Ten percent of the local call volume is surveyed at random (at least 30 surveys done per quarter), to ensure quality customer service is being provided, and that callers are getting the information and assistance they are seeking.

Additionally, the Clackamas ADRC has implemented processes and expanded capacity to answer I&R calls live. In doing so, the goal is to meet the statewide ADRC standards of timely responses to phone calls, messages and email inquiries into the ADRC.

**Issue Area:** Information and Assistance Services and Aging and Disability Resource Connection (ADRC)

**Profile:** The ADRC in Clackamas County, Clackamas Resource Connection was implemented in the summer of 2010. Program design, engagement of an advisory committee, streamlining of the referral process, outreach, staff training including Options Counseling and other activities occurred simultaneously.

**Problem/Need Statement:** The software program that was selected as infrastructure to the ADRC, called RTZ, was implemented by the Clackamas County ADRC in August 2012. This software has the capacity to provide a discrete listing of available resources and includes a call module. In order to operate effectively, the ADRC needs the ability to track calls, provide the community with a comprehensive resource list, and produce reports that will help determine needs. The implementation of the RTZ software, as well as a comprehensive Quality Improvement Plan, is critical to the ongoing enhancement of the ADRC. There continues to be improvements made as to the information in the resource database, as well as the utility of RTZ as it relates to ADRC programs and activities.

<b>Issue Area:</b> Information and Assistance Services and Aging and Disability Resource Connection					
<b>Goal:</b> Implement and fully utilize the RTZ software					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
By January 1, 2013, ADRC staff is fully trained in the use of RTZ.	Training ADRC staff in use of RTZ call module.	ADRC Program Supervisor and ADRC Staff	Prior to 1/1/13 start of Area Plan	6/30/13	Completed 6/30/2013 <a href="#">Staff continue to attend trainings and webinars provided by the State Unit on Aging as it relates to the database and data entry.</a>
By June 1, 2013, the resource listing is up to date.	Populating RTZ with Clackamas County resources; listing is accurate and comprehensive.	RTZ Staff and ADRC Data Specialist	Prior to 1/1/13 start of Area Plan	6/30/13	ADRC staff continues to update RTZ with new and changing CC resources.
By December 1, 2013, RTZ reports are being regularly reviewed	Management review of RTZ reports.	ADRC Program Supervisor and ADRC Staff	7/1/13	Ongoing	Ongoing, though issues remain with accuracy of RTZ reports

and used to track program outcomes.	Analyze generic RTZ reports for usefulness and create custom reports as needed.	ADRC Program Supervisor and Director	3/1/13	Ongoing	Ongoing, though issues remain with accuracy of RTZ reports
	Participate in ongoing meetings with SUA to provide feedback about RTZ and to assist in developing Statewide RTZ database policy and procedures.	ADRC Data Specialist	1/1/2013	Ongoing	Ongoing - The Clackamas ADRC Data Specialist participates in a monthly Statewide Information and Referral Committee. Items discussed at these meeting are policies and procedures for resource database maintenance, various data projects, technical issues with RTZ software, RTZ update, and taxonomy terms
	Develop standardized processes for data entry to ensure accurate reports and outcomes.	ADRC staff and Program Supervisor	1/1/2014	Ongoing	Ongoing - Clackamas ADRC staff members have developed local policies and procedures that are in alignment with statewide expectations for entering call info into RTZ. Staff continue to make positive progress toward inputting accurate and quality data on calls received in to the ADRC.

**Issue Area:** Information and Assistance Services and Aging and Disability Resource Connection

**Goal:** Improve quality and effectiveness of Clackamas Resource Connection by creating and maintaining a Quality Improvement Plan.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2013-2016 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Each I&R Staff will attend 9 trainings annually.	Staff to attend relevant trainings as they become available.	ADRC Staff	Prior to 1/1/13 start of Area Plan	Ongoing	Some staff members attend the monthly Coffee- Talk and bi-monthly Information and Referral Networking Meetings offered at Clackamas County where a variety of ADRC-relevant topics are discussed. ADRC monthly team meetings also consistently contain a training component. <del>In 2014, I&amp;R staff attended a total of 11 trainings, which included: Assertive Engagement, Trauma-Informed Stewardship, the Regional AIRS Conference, and Mental Health First Aid</del> <u>In 2015, I&amp;R staff attended at least 10 trainings, including the statewide Dementia-Capable Training, Assertive Engagement, Economic Insecurity and Abuse in Later Life, Building Connections Diversity Training, Managing Stress and Preventing Burnout, and Mental Health First Aid.</u>



<p>Weekly client satisfaction surveys indicate continual improvement of client satisfaction.</p>	<p>Conduct weekly client satisfaction survey</p>	<p>ADRC Advisory Board Members</p>	<p>Prior to 1/1/13 start of Area Plan</p>	<p>Ongoing</p>	<p>We have worked with our local ADRC Advisory Committee and Regional Quality Assurance Committee to develop <a href="#">an I&amp;R and Options Counseling</a> Client Satisfaction Survey that aligns with the Statewide annual satisfaction survey administered by Portland State University. <a href="#">A minimum of 5% of I&amp;R 10% of</a> consumers calling into the ADRC line are surveyed on a weekly basis. <a href="#">Additionally, a minimum of 30 Options Counseling clients will be surveyed each quarter throughout the region</a></p> <p>Student interns, a case manager aide and members of the Advisory Committee are assisting with surveying callers.</p> <p>Data is shared with ADRC supervisor, Manager, the Advisory Committee and staff on an ongoing basis</p>
<p>Annual Quality Improvement Plan</p>	<p>Create Quality Improvement Plan that includes RTZ data, survey results and other pertinent information.</p>	<p>ADRC Program Manager</p>	<p>1/1/14</p>	<p>Annual Updates</p>	<p>ADRC Staff are provided with regular feedback on RTZ data and Customer Satisfaction Surveys in an effort to continue to improve the information that is put into the call module, and services provided to callers.</p>

					Through frequent data reviews in the Community Care Transitions Program, we have reformatted our processes and procedures significantly. As a result, we have seen a remarkable improvement in the number of referrals and home visits completed by coaches. The average number of home visits completed has gone from 111/mo (Oct-Dec '14) to 175/mo (Jan-Mar '15).
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**Issue Area:** Information and Assistance Services and Aging and Disability Resource Connection

Goal: Expand ADRC services by providing streamlined consumer access to needed benefits and by maximizing opportunities through newly appropriated state ADRC funds.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2013-2016 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase the number of eligible referrals from ADRC to Medicaid screeners.	Participate in SUA pilot program to provide Medicaid pre-screening and outreach to ADRC consumers	ADRC Staff and CRC Program Manager	8/1/2013	2/28/2014	Ongoing – staff have participated in some trainings to assist them with performing Medicaid screenings. Training opportunities continue to be identified. As of December 31st 2014, 104 Medicaid screening referrals have been sent to the local Aging and People with Disabilities office. <a href="#">For FY15/16 38 Medicaid Screening referrals were made.</a> We will continue to work with O4AD, SUA and APD to identify standards and infrastructure to allow the Medicaid piece of our work to become more robust.
Increase the number of complete referrals from ADRC staff to Medicaid screeners.	Participate in SUA pilot program to provide Medicaid pre-screening and outreach to ADRC consumers	ADRC Staff and CRC Program Manager	8/1/2013	2/28/2014	Of the 52 completed Medicaid screenings sent to the local APD office for intake in early FY13/14, 67% of those were complete enough to assign to Intake Case Managers. As of December 31st, 2014, there is no new data available for this. <a href="#">Current data is not available.</a>
Increase the number of non-eligible Medicaid clients warm transferred	Participate in SUA pilot program to provide Medicaid pre-screening	ADRC Staff and ADRC Program Manager	8/1/2013	2/28/2014	Ongoing - The focus of the evaluation has shifted, so there are no results available at this time.

to the ADRC from Medicaid screeners.	and outreach to ADRC consumers				<a href="#">Opportunities have been established to attend new-employee orientations and all-staff meetings at the local APD offices to provide information and updates on ADRC programs, services and resources.</a>
	Increase Gatekeeper services and resources for ADRC population	Metro-ADRC	6/30/2014	Ongoing	Statewide funding has been identified and allocated for CC Gatekeeper activities. A scope of work was developed, and a full time GK coordinator was hired in July 2014. We have developed a local 14/15 work plan for the GK program to ensure we are on track for meeting statewide goals. Between 7/1-12/31/14, 10 Gatekeeper Trainings were provided in the community, with a total of 82 individuals trained.- <a href="#">With the loss of Gatekeeper Funding in the last biennium, Gatekeeper trainings have been more difficult to provide to the community. However, there were two trainings offered in the 15/16 FY, and ADRC staff continue to receive and respond to Gatekeeper calls.</a>
	Increase Mental Health services and resources for ADRC population	Metro-ADRC	6/30/2014	Ongoing	Funding was been identified for regional ADRC MH activities. Multnomah County is the fiscal agent for this program, and has secured three agencies to provide

					three different evidence-based services to Clackamas, Washington, Multnomah and Columbia counties..
	Increase Options Counseling staffing and resources	Metro-ADRC	6/30/2014	Ongoing	State funding was allocated for CC Options Counseling activities. A scope work of was developed for OC activities, and a FTE Options Counselor was hired in December 2014. In 2014, 24 consumers received long-term care Options. <a href="#">During FY15/16 131 unduplicated consumers received Options Counseling services.</a>
Increase outreach, information and education about ADRC services to ADRC population	ADRC to host bi-monthly Information and Referral Networking meetings as an opportunity to provide the community educational and networking opportunities.	ADRC Program Supervisor, Staff, Gatekeeper/Outreach Coordinator	6/30/2014	Ongoing	A survey of the I&R attendees is completed at the end of each meeting to solicit feedback on relevance of presentations, additional topics to present on, and suggestions for improvements.  In 2014, the Clackamas ADRC hosted six I&R Networking Meetings.  There were seven new resources listings created in the RTZ database in 2014.
	Foster and maintain relationships with providers in Clackamas County on behalf of the ADRC and 211 info.		06/30/14	Ongoing	Staff continue to attend local and regional outreach events, such as the Pride festival, PERS events and Compassion Fairs. In 2014, ADRC staff attended 21 outreach events. <a href="#">In FY 15/16, the Clackamas ADRC hosted six I&amp;R Networking</a>

					<p><u>Meetings; created 31 new resource listings in the RTZ database and Staff continue to attend local and regional outreach events, such as the Portland Pride Festival, the Latino Resource Fair, the Asian Health Services Health Fair, the Low Vision Expo and various Compassion Events.</u></p> <p><u>As of July 31<sup>st</sup>, 2016, we are engaged in conversations w/ Multnomah County and 211 to potentially develop a Memorandum of Understanding with 211. The purpose of this MOU would be to clarify roles/responsibilities of both entities, and to ensure appropriate referrals are provided to 211 and ADRC.</u></p>
	Act as an agent of the Clackamas County ADRC and 211info at outreach events and provider meetings.	ADRC Program Supervisor	7/01/15	6/30/16	<u>Staff attending outreach events and provider meetings have provided information and materials on both ADRC and 211info resources and services.</u>
	NEW: Analyze racial and ethnic data of older adults in Clackamas County to determine how closely that compares to individuals accessing the ADRC.	Metro-ADRC	7/01/15	6/30/15	<u>Ongoing – we continue to use demographics to identify who is contacting the ADRC, and to inform us on marketing/outreach activities.</u>
	NEW: Increased marketing activities will lead to a 10% increase				<u>Total call volume documented in FY 14/15 was 1774, and 1672 in FY 15/16. There are many factors that</u>

	<p>in call volume and walk-ins during the next calendar year.</p>				<p><u>may be contributing to this slight decrease. The ADRC implemented a phone tree system to assist callers with connecting directly with the local Aging and Disability Services office for Medicaid/SNAP/Case Management Services. In FY 15/16, there has been limited marketing funds available to assist with outreach efforts. Also, with the loss of the Gatekeeper program funding, the Clackamas ADRC also lost dedicated staffing to outreach/marketing activities.</u></p>
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## **Elder Rights and Legal Assistance**

Clackamas County Social Services (CCSS) works with a number of community partners to assist older adults in meeting their needs to ensure their rights on issues including income security, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

### Legal Assistance

In order to support the legal rights of seniors residing in Clackamas County CCSS contracts with Legal Aid Services of Oregon (LASO) for legal assistance to low-income seniors. This contract also supports services to family caregivers of any age who are providing care for a family member age 60 or older, or a county resident over the age of 55 providing care for grandchildren under the age of 18. On April 1, 2012, the LASO Oregon City office was closed due to funding reductions. The LASO Portland office will be the regional provider of legal assistance to low-income residents of Clackamas and Multnomah Counties.

In addition to contracted legal assistance services through LASO, the Focal Points within the AAA participate in the Senior Law Project. The Senior Law Project assists those 60 and over with access to local volunteer attorneys who donate one afternoon a month on a rotating basis to provide pro bono 1/2 hour appointments. Clients needing further help on the original consultation matter, who have an income below 125% of the Federal Poverty Level, may have continued pro bono assistance but are responsible for any out-of-pocket expenses. A person may have additional appointments if or when other matters arise. Since these services are not funded under the OAA contracts, participants are able to consult on their estate planning needs. Estate planning is not an eligible legal service under the OAA funded legal assistance program. Since many seniors wish to consult with a legal professional prior to completing estate planning documents, the Senior Law Project gives low-income seniors that opportunity.

### Elder Rights

Clackamas County Social Services has worked with a network of ten senior centers over many years to develop an integrated system to serve seniors. This network has continued to work to improve systems to protect elder rights by utilizing the local gatekeepers and the “natural network” within the community to protect seniors from abuse, neglect, isolation, and exploitation. Towards this end, staff and trained volunteers at each senior center regularly conduct reassurance checks on elders who may be at risk and assist them in maintaining the highest degree of independence possible and, when needed, provide a referral if they feel it will be helpful for the individual.

Clackamas County Social Services facilitates the Gatekeeper Program. This program educates community members to keep their eyes and ears alert for seniors and people with disabilities who are at risk, particularly those who are isolated, living alone and potentially in need of some type of assistance to maintain their independence. The program provides training to community members who have regular contact with the public, such as postal workers, utility workers, bank tellers, and health care professionals. Trained community members know how to identify people at risk and to call the Clackamas Resource Connection.

CCSS contracts with the Senior Citizens Council of Clackamas County (Senior Citizens Council) for guardianship, guardianship diversion, and case management services for seniors



who are at risk of abuse or exploitation, or have been evaluated to be incapable of making competent decisions about their wellbeing. OAA funding to this organization assists individuals at risk of exploitation or abuse to maintain the highest degree of independence possible. During Fiscal Years 2011-12 and 2012-13, this local non-profit was awarded a Board of County Commissioners grant to increase the capacity and sustainability of this program.

Senior Citizens Council of Clackamas County serves clients throughout Clackamas County. Of the clients served, 50% have incomes at or below Federal Poverty Level; 58% have been diagnosed with dementia; 34% have a diagnosed mental illness or other mental/cognitive disability; and 10% also have a physical disability. Senior Citizens Council also serves veterans and their surviving spouses. Eighty percent of their clients have no family, family is unavailable, or is inappropriate to provide assistance because family members have put their own interests above the needs of the at-risk person.

In an effort to further coordinate elder abuse prevention, CCSS is a participant in Computer Assisted Audit Techniques (CAATS). CAATS brings together providers of service to seniors and persons with disabilities (including the local SPD office) along with staff from the District Attorney's office, to review cases of clients who are at risk of self-neglect, abuse, or exploitation. The goal of CAATS is to prevent abuse and neglect while maintaining the highest degree of independence possible for the individual. In addition, CCSS staff and AAA Advisory Council members participate on the local Multi-Disciplinary Team (MDT).

**Issue Area:** Elder Rights and Legal Assistance

**Profile:** Legal services for older adults seeking assistance in ensuring their rights on issues such as income security, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

**Problem/Need Statement:** The closure of the Legal Aid Service of Oregon (LASO) office in Oregon City has the potential to create barriers to low-income older adults seeking legal assistance.

<b>Issue Area:</b> Legal Assistance					
<b>Goal:</b> Reduce barriers to low-income older adults seeking legal assistance					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
No decline in the number of seniors accessing legal assistance in service area.	Distribute information about accessing Legal Aid Services through their Portland office.	Region Manager LASO-Portland and ADRC Staff	1/1/13	Continuous	LASO information is included in the RTZ database. LASO staff regularly attends the ADS quarterly contractors meetings.
	Provide transportation to older adults to access appointments for legal services.	Transportation Reaching People at CCSS	1/1/13	Continuous	For FY 12/13, TRP had one request and that ride was provided to the LASO Portland office. In FY13/14 there were no requests for transportation to the LASO offices. <a href="#">In FY 14/15 and FY15/16 there continued to be no requests for transportation to the LASO offices.</a>
	Ensure eligible residents know how to access legal services through Clackamas Resource Connection, Citizen News, and other information outlets.	ADRC Staff at CCSS	1/1/13	Continuous	. Based on RTZ Data for FY13/14 a total of 13 Legal Assistance type referrals were made. <a href="#">Per RTZ data for</a>

					<a href="#">FY15/16 32 referrals for Legal Services/Advocacy were made.</a>
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**Issue Area:** Elder Rights and Legal Assistance

**Profile:** The Gatekeeper Program educates community members to keep alert for seniors and people with disabilities who are at risk of abuse, neglect, or exploitation; particularly those who are isolated, living alone and potentially in need of some type of assistance to maintain their independence. The Gatekeeper Program also educates community members on who to call when abuse or neglect is suspected.

**Problem/Need Statement:** Increase public awareness of elder rights and prevention of abuse and increase understanding of who to call when abuse or neglect is suspected.

**Problem/Need Statement:** The Gatekeeper Program is funded through June of 2013. There will be an ongoing need to provide Gatekeeper information after the program is gone.

Please see Section C-2 for updated information on our Gatekeeper Program that is now part of our ADRC

<b>Issue Area:</b> Elder Abuse Awareness with Gatekeeper Program					
<b>Goal:</b> Increase number of Clackamas County residents who understand the signs of abuse or neglect among vulnerable populations and who know who to call when abuse or neglect is suspected.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
500 community members participate in Gatekeeper training	Conduct at least 12 Gatekeeper trainings each year.	Gatekeeper Coordinator - CCSS	1/1/13	6/30/13	In the first six months of the calendar year, six Gatekeeper trainings have taken place - Gladstone and Sunnyside Clinics, Canby and Pioneer Centers, Trillium Parks Neighborhood Assoc., and Elder Abuse Coordinated Community Response Team. 90 individuals have been trained during this time period. <a href="#">This program ended with the loss of Gatekeeper funding in FY14/15.</a>

	Conduct satisfaction surveys after each training to determine effectiveness of training program.	Gatekeeper Coordinator - CCSS	1/1/13	6/30/13	<p>43 evaluations have been received in the first six months of the calendar year.</p> <p>100% reported that the “materials given are informative and helpful”</p> <p>95% reported that the respondent knows “the signs and symptoms we covered today for people in vulnerable situations”</p>
Gatekeeper page on CCSS website receives a growing number of “hits” annually	Identify other entities to receive Gatekeeper materials in various venues.	Gatekeeper Coordinator - CCSS	1/1/13	6/30/13	New brochure will be ready for distribution soon. Future distribution sites include: Community/Adult Centers, McNairy Estates, Neighborhood associations, Clackamas Women’s Services, post offices in rural areas, information fairs
	Maintain Gatekeeper information on Clackamas County website.	ADRC and Admin Staff - CCSS	1/1/13	Ongoing	Ongoing.

## Health Promotion

Clackamas County Social Services, in partnership with a network of ten senior centers and other community partners, has a long history of providing health promotion activities to older adults in Clackamas County. Of the ten senior centers in the network, nine have full senior center facilities and offer a wide variety of classes that promote physical activity, access to preventative health screenings and social interaction. Many sites offer chronic disease specific support groups and assist in the coordination of influenza and pneumonia vaccinations. All ten senior centers offer evidence-based, self-management programs in partnership with CCSS.

Social activity has been shown to increase an individual's health outcomes. Seventy-three percent of all respondents to the telephone survey indicated that events and activities in their community are available to people of all ages. Sixty-six percent reported that they felt that these activities and events are an important part of their community. Community conversation participants noted that, in one community, there is a lack of support for Hispanic residents. Others commented on a lack of social activities in the evening hours. Many participants noted the key role that their local senior center plays in facilitating social interactions.

A similar number (65%) of those participating in one-on-one interviews indicated that they socialize as much as they would like. For those who do not socialize as much as they would like, reasons include lack of transportation and health concerns. Fifty-nine percent indicated they got as much physical activity as they should. The majority indicated that poor health limited their ability to exercise.

## Physical Activity

The nine senior centers that offer classes promoting physical activity have offerings such as Tai Chi and yoga classes at beginner and intermediate levels, and Sit and Be Fit, a long-standing senior fitness program. The tenth center, which does not have an actual senior center facility, assists Hoodland area seniors with scholarships to the local health club to participate in classes that promote physical activity.

Sit and Be Fit is a non-profit organization that produces this award winning exercise series. Each exercise program is carefully researched and designed by host Mary Ann Wilson, RN, and a team of physical therapists, doctors, and exercise specialists. *Sit and Be Fit* has been broadcast since 1987 on PBS stations to over 82 million U.S. households annually and is recognized by the National Council on Aging (NCOA) as a "Best Practice" program in health promotion and aging. This exercise is peer led at the sites that continue to offer this long-standing program. When possible this program participates in studies to evaluate participant benefit. In the last 10 years the program has been part of a Medicare Primary and Consumer-Directed Care (PCDC) Demonstration Study.

While the Tai Chi offered at the senior centers is not the Tai Chi: Moving for Better Balance program that was developed and studied by the Oregon Research Institute it should be noted that studies conducted in both the US and abroad have documented that Tai Chi may be an economical and effective exercise program for improving balance and balance confidence in older adults. Tai Chi has also been documented to be helpful in the treatment of several medical conditions when combined with standard treatment.

The Better Bones & Balance program continues at the Wilsonville Community Center, under the name Healthy Bones & Balance. This program is so popular with the older adults in Wilsonville they now offer a “Returning Students” class for those who wish to continue the program.

A variety of other fitness/physical activity classes are offered throughout the network of senior centers. These range from seated classes for people who do not want to be on the floor to the high-energy Zumba and Zumba Gold for those who really want to get their blood moving.

### Health Promotion

Regular wellness programming offered at each center includes a foot care clinic to provide basic foot care for those who need assistance with foot care or may be at risk of foot issues due to medical conditions. Blood pressure screenings and hearing clinics to have hearing and hearing aids checked are provided by volunteer nurses or nursing students. The senior center network partners with various providers to offer coordinated influenza and pneumonia vaccinations.

Several centers have support groups specific to chronic disease. The most common are those for persons with arthritis or diabetes. These support groups offer support and education specific to the chronic condition. This assists participants in their effort to learn to manage their chronic health conditions. Workshops that target specific healthy aging issues are offered throughout the county by the AAA and by senior centers.

In addition to the support group offerings, the AAA has a trained Living Well with Chronic Conditions (LWwCC) facilitator and several Powerful Tools for the Caregiver (PTC) facilitators who provide these evidence-based self-management courses throughout the county. These courses are scheduled periodically at senior centers, churches and other locations throughout the county. Classes are offered weekdays, evenings, and weekends as appropriate for a particular group of participants. This is done in an attempt to make these evidence-based self-management courses accessible to all who wish to participate. The PTC course is funded through OAA Title III-E. To further increase caregiver participation, the Family Caregiver Program Coordinator works to ensure that caregivers are aware that stipends are available to pay for respite services so that they may attend.

In an effort to raise awareness and address the emotional and mental health wellbeing of the area’s seniors, the AAA is working with the county’s Behavioral Health Division to implement VIEWS (Volunteers Involved for the Emotional Well-being of Seniors), a peer counseling program. This program will initially be offered in the North Clackamas urban service area with plans to expand throughout the county as the program and the ability to support it grows. The AAA is also partnering with Community Health and the Oregon Pharmacy Association to raise awareness of issues around prescription drug misuse among seniors.

With the advent of social media sites many of the senior centers in the Clackamas County network have developed Facebook pages to increase their marketing of activities and events including but not limited to healthy aging workshops.

**Issue Area:** Health Promotion

Profile: Studies demonstrate that providing health promotion services, including physical activity programs, can decrease or delay a person’s need for long-term care services. Some physical activity programs have been shown to reduce the risk of falling.

**Problem/Need Statement:** Many older adults do not have access to, or are not aware of the availability of, low-cost or no-cost evidence-based programming to assist them in their efforts to maintain or improve their health-promoting behaviors.

<b>Issue Area:</b> Health Promotion					
<b>Goal:</b> Increase access to evidence-based physical activity programming					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Increase by 5% each year number of seniors participating in OAA funded physical activity programs.	Maintain and distribute a list of low-cost and no-cost evidence-based health promotion physical activity services to targeted populations.	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	1/1/13	Ongoing	This task is not feasible. This task will need to be reassessed. It is not feasible due to staffing constraints and the ever changing line up of classes offered by our providers as well as other organizations in the community.
	Promote Living Well with Chronic Conditions self-management series	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	1/1/13	Continuous	Outreach: February, 2013 – CCSS Information and Referral Breakfast March 19, 2013 – Lake Oswego Family Caregiver Support Group April 24, 2013 – Clackamas County Wellness Fair May 1, 2013 – Hilltop Clinic, Oregon City



					<p>May 21, 2013 – Alzheimer’s Support Group/Oregon City</p> <p>Series offered from 1/1/13 through 6/30/13</p> <p>Sunnyside Community Health – 5 participants</p> <p>Town Center Retirement Village – 13 participants</p> <p>Hillside Community Health Clinic – 4 participants</p> <p>For the first time, CCSS offered LWwCC at the county’s public health clinics with participants who have chronic mental health issues and chronic medical conditions. Included were people with chronic depression, bi-polar disorder, and anxiety disorders.</p> <p><a href="#">During FY15/16 the Living Well series was provided 4 times around the County with 26 participants completing the series.</a></p>
Increase by 5% each year the number of no-cost, low-cost programs offered.	Work with OAA contracted providers to access low-cost, no-cost evidence-based health promotion physical activity programs.	CCSS Admin Staff, Seniors Center Staff	1/1/13	Continuous	9 of 10 Centers now offer Tai Chi: Moving for Better Balance as their evidenced-based program. 2 Center offer Better Bones and Balance and 1 other is looking to start the program this spring. Due to additional State funds for Evidence-based programming all providers continue to provide a variety of

					classes and in some cases added additional classes. <a href="#">During FY15/16 a Train the Trainer for the Living Well with Chronic Conditions was provided to increase the number of facilitators. (6) Participants successful complete the training.</a>
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## **Older Native Americans**

The 2010 census data counted 828 Native American county residents who are over the age of 60. There are no recognized tribal lands within the service area. Clackamas County Social Services reaches out to organizations throughout the metropolitan area that provide services specifically targeted to the older Native American population. NAYA Family Center and the Native American Rehabilitation Center are regularly invited to attend monthly Information & Referral Networking meetings. This networking meeting provides a forum for a variety of community organizations to share information and to stay up-to-date on aging and other services offered in the AAA service area.

**Issue Area:** Older Native Americans

**Profile:** While there are no recognized tribal lands within the Clackamas County service area, the 2010 census identified 828 county residents over age 60 who are Native American.

**Problem/Need Statement:** Due to the small number of older Native Americans living in Clackamas County, developing programming specific to the population is not feasible. Current state computer systems do not allow us to track participation in existing programs by ethnic group.

<b>Issue Area:</b> Older Native Americans					
<b>Goal:</b> Increase participation by Native American seniors by reducing barriers to older Native Americans in accessing services and partnering with neighboring counties when appropriate					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Increase participation of older Native Americans in OAA funded programs.	Outreach to Native American community leaders.	Social Services Director	3/1/13	Ongoing	<a href="#">Meeting with Native American leader held in April of 2016. No additional outreach has occurred since the creation of the Area Plan.</a>
	Outreach to programs and organizations that provide targeted services to Native Americans.	Social Services Director and Program Manager	5/1/13	Ongoing	No additional outreach has occurred since the creation of the Area Plan
	Develop capability to pull demographic data from Oregon ACCESS that is service specific.	SUA Staff / CCSS Admin Staff	1/1/13	1/1/14	Without changes to the state reporting system, we will be unable to pull the data required to track progress on this Key Task
	Provide assistance to older Native Americans in accessing services.	Clackamas Resource Connection Staff at CCSS	1/1/13	Continuous	No additional outreach has occurred since the creation of the Area Plan.

## **Nutrition Services**

The study, “The Causes, Consequences, and Future of Senior Hunger in America” conducted jointly by the University of Kentucky Center for Poverty Research (UKCPR) and Iowa State University, with funding support from the Meals on Wheels Association of America (MOWAA), documents that 11.4% of all seniors nationally experience some form of food insecurity. While some seniors are at higher risk of food insecurity than others, this study documents that senior hunger issues cross the income spectrum. Among those seniors identified as being more likely to be at risk of hunger were those that live alone, are at or below the poverty line and, surprisingly, were between 60 and 64 years old. The state ranking information ranks Oregon 29<sup>th</sup> in food insecurity among seniors with a rate of 5%.

Nutritional risk and food insecurity issues carry dire consequences. The lack of adequate nutrition increases functional dependency, morbidity, mortality and utilization of health care resources. Having access to adequate nutrition or nutritional support is a key component to health, functioning, and quality of life. The Senior Nutrition Services Program assists the older adults in Clackamas County in meeting their nutritional needs.

### Meal Service

Clackamas County Social Services (CCSS) contracts for all nutrition services. The network of ten senior centers operates the OAA/NSIP funded meal sites. These sites provide both congregate dining and Home-Delivered Meals (HDM) for their service area as well as being responsible for the provision of nutrition education. Nine of the ten sites are designated Focal Points with the tenth site, the Hoodland Senior Center, operating as a designated Access Point. This network creates a well-known, accessible place for seniors and their families to turn for information, services, and opportunities that further reduce a senior’s risk of food insecurity and isolation. All ten centers are also the Medicaid HDM provider for their area, further enhancing coordinated service efforts.

In order to meet the needs of the diverse communities served by the network, the program delivers services in a variety of ways. Five of the meal sites choose not to cook on site, so the AAA contracts with a food service provider on their behalf. Meals are prepared by a cook-chill system and delivered chilled by the food service provider the day prior to serving. Meals are then finished off at the meal site and then either packaged to be delivered hot, or served on-site for congregate dining. Each meal site manager orders meals in writing a week or more in advance of delivery. These sites package HDM on site for delivery to their HDM participants. Hot meals are delivered weekdays with frozen meals provided for weekends. Sites have the option of purchasing frozen meals directly from the contracted food service provider in order to offer greater meal variety to participants. This system provides an economy of scale in the production of the meals. The meal sites, the food service provider and AAA program staff have quarterly meetings to plan the menus for the next quarter. A registered dietitian is on staff with the food service provider and is part of these meetings. Each meal is evaluated to ensure compliance with program requirements regarding nutrients.

Four sites cook on-site. These sites produce both HDM and congregate meals. These sites also provide frozen weekend meals to HDM participants. If they choose, frozen meals can be purchased directly from the contracted food service provider for weekend meals to supplement their HDMs and increase the variety to participants. Each of these sites submit

their menus to the AAA's contracted registered dietitian who analyzes and evaluates each meal for compliance with program requirements regarding nutrients. CCSS partners with the County's Community Health Division for this service. The cooks from these sites, the contracted registered dietitian, and AAA program staff meet quarterly to share information and address challenges.

The Hoodland Senior Center does not have a facility that can accommodate a congregate meal site. This center provides nutrition services to seniors living east of the Sandy Senior & Community Center's Alder Creek Drive boundary continuing east on the Hwy 26 corridor to Government Camp. Congregate dining is offered twice a week and participants meet at a restaurant in the Villages of Mt. Hood. The Center alternates between two restaurants and participants are offered a limited menu in an effort to meet the program standards. For the HDM participants, the Welches Grade School provides and packages the meals during the school year. During the summer when school is out three of the local restaurants provide meals. This center also coordinates with the neighboring Sandy Senior and Community Center to purchase and provide frozen HDMs for participants as suitable.

### Nutrition Education

The required nutrition education component of the Senior Nutrition Service Program is provided by the senior center network. This service is not funded as a separate activity of the Senior Nutrition Service Program but is part of the contract scope of work under Meal Site Management.

Each site provides nutrition education information, at a minimum, quarterly through newsletter articles or brochures with instruction. These articles are obtained from recommended sources per the Senior Nutrition Program Standards. When nutrition education is provided via a center's newsletter, discussion of the material is part of the programming for congregate participants. Speakers with backgrounds in nutrition make presentations at congregate meals, workshops, health promotion events and chronic conditions support groups. Special nutrition education events and presentations at support groups allows for the dissemination of information on specific nutrition education topics that meet the specific, targeted needs of participants in these programs.

**Issue Area:** Nutrition Services

**Profile:** Seniors who have been identified as being more likely to be at risk of hunger are those who live alone, are at or below the poverty line and are between the ages of 60 and 64.

**Problem/Need Statement:** Nutritional risk and food insecurity issues carry dire consequences. The lack of adequate nutrition increases functional dependency, morbidity, mortality and utilization of health care resources.

Issue Area: Nutrition Services					
Goal: To reduce nutritional risk and food insecurity of program participants while improving quality of life					
Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2013-2016 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase community awareness of various meal programs.	Work with meal sites, Clackamas Resource Connection and other community contacts and sources to maintain a primary listing of available nutrition services to targeted populations.	Clackamas Resource Connection staff	1/1/13	Continuous	This information is currently listed and is up to date in RTZ
Increase participation of older racial minorities and other underserved populations.	Develop reporting tools within Oregon ACCESS that will pull client demographics by site/provider so that changes in racial minority participation and participation by younger seniors (aged 60 to 69) can be documented, tracked, and monitored by site.	SUA Staff / CCSS Admin Staff	6/1/13	1/1/15	Without changes to the state reporting system, we will be unable to pull the data required to track progress on this Key Task. The OA reporting system has still seen no updates to allow this type of monitoring. <a href="#">We await reporting changes so that this data can be pulled.</a>

	<p>Outreach to community leaders of specific minority groups, including LGBT seniors, to raise awareness of the program.</p>	<p>AAA Program Staff</p>	<p>6/1/13</p>	<p>Continuous</p>	<p>Please see Family Caregiver section for information on outreach to LGBT and other underserved communities. Community Partners are invited to participate in trainings such as the Gay &amp; Grey viewings to increase sensitivity and aware of the issues.</p>
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**Issue Area:** Nutrition Education

**Profile:** As life expectancy increases, the need for accurate and culturally sensitive nutrition information and instruction to promote better health and encourage improved nutrition behaviors also increases.

**Problem/Need Statement:** There is a growing need for education on how to eat well to maintain or improve one’s health. Providing accurate information or a trusted resource to turn to with questions is critical to the wellbeing of an aging population in this era of information, and misinformation, overload.

<b>Issue Area:</b> Nutrition Education					
<b>Goal:</b> To increase access to appropriate nutrition information to program participants to encourage better self-care.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Increase awareness of nutrition education services.	Work with meal sites, Clackamas Resource Connection and other community contacts to develop and share a listing of available nutrition education services to targeted populations.	AAA Staff / Contracted Meal Site Staff	1/1/13	Continuous	No updates At this time we do not specifically fund targeted Nutrition Education. <a href="#">No Updates at this time. Meals Site continue to provide basic mandated nutrition education.</a>
Each meal site to provide nutrition education quarterly.	Work with meal sites to access and provide appropriate nutrition education to congregate and HDM participants as well as making information available to participants of other services.	SUA Staff / AAA Program Staff	1/1/13	12/31/13	Meal Sites continue to provide Nutrition Education. Links to information provided by SUA is routinely sent out. We continue this practice.

## Transportation

Transportation is frequently identified as one of the barriers that prevent seniors from remaining in their homes. If a senior is unable to drive due to health issues such as low vision or due to the expense of maintaining a vehicle, that person loses the ability to meet certain basic needs. Transportation is essential for access to medical care, food, recreation, social services and other goods and services that allow individuals to remain independent.

Clackamas County encompasses 1,879 square miles. One eighth of the county is urban, the remainder is suburban, small town and rural. Five different transit agencies serve the county (TriMet, SMART, South Clackamas Transit District, Sandy Area Transit and Canby Area Transit). An estimated 14% of the county's population is without public transportation. This compares to 0.7% of the population in Multnomah County and 4.2% in Washington County who are without public transportation.

As Clackamas County's population ages, the demand for transportation will continue to grow. Public transit services are only available within very constrained service boundaries so there will continue to be unmet needs for other forms of transportation for seniors.

### Services

Clackamas County Social Services, through a partnership called the Clackamas County Transportation Consortium, provides funding to nine senior and community centers in Welches, Sandy, Molalla, Canby, Oregon City, Milwaukie, Gladstone, Lake Oswego and Estacada. Each of the centers provides individual and group rides within and outside of their service district boundaries. They assist seniors in accessing medical services, congregate meals, shopping and other needs.

The Social Services Division also has two internal programs: Transportation Reaching People (TRP) and Catch-a-Ride (CAR). TRP/CAR use both paid drivers and volunteers to "fill in the gaps" in service for the center programs and help seniors and persons with disabilities who live outside of a public transit or senior center service district get rides for medical appointments and other needed services. CAR also provides rides to low-income households seeking employment and educational opportunities.

During Fiscal Year 2010/11, the network of the Clackamas County Transportation Consortium provided over 86,000 rides to seniors and persons with disabilities with 432,000 vehicle miles logged. During FY13/14 the network of the Transportation Consortium provided 74,647 rides with 538,714 miles logged.

The Clackamas County Department of Health, Housing and Human Services (H3S) has identified accessible and reliable transportation as one of the most frequently listed barriers that prevent clients from accessing essential services such as medical appointments, education and employment opportunities. Many of the divisions within H3S provide some level of transportation-related assistance to their clients, ranging from contracting for taxi services to providing direct rides with county owned vehicles.

H3S will analyze current transportation options available to clients of H3S programs, particularly those directly offered by or paid for by the divisions; recommend strategies to enhance coordination and increase cost effective service delivery between divisions; and identify gaps in service and potential service models to fill those gaps for future service planning. Clackamas County Social Services staff are a key part of this project.

Transportation Reaching People's success depends on a dedicated pool of volunteer drivers who are willing to devote their time and their own personal vehicles to assist others. Many TRP volunteer drivers are seniors themselves and will be eventually unable to assist with driving activities.

Transportation programs, along with many other programs statewide, struggle with securing stable and adequate funding. The Transportation Consortium services are funded through a combination of Older American Act funds and State of Oregon Special Transportation Funds (STF). STF funds have been diminishing over time. The Oregon Department of Transportation is partnering with a variety of organizations, including local transit providers and the Oregon Transit Association, to seek stable sources of funding for special needs transportation, as well as examine strategies such as better coordination of services. Clackamas County Social Services staff participates in these efforts and ongoing advocacy efforts are important to this work.

**Issue Area:** Transportation

**Profile:** Transportation is an essential need for seniors who can no longer drive. Transportation allows individuals access to vital services, such as medical care, nutrition services, and shopping. A department wide transportation study is being conducted by the Health, Housing and Human Services Department which will be completed by June, 2012. The intent of this study is to focus on identifying gaps in service and provide recommendations for improved service.

**Problem/Need Statement:** Lack of transportation continues to be listed as a significant barrier to accessing services for seniors and persons with disabilities in Clackamas County. TriMet and other public transportation providers are reducing service levels. In order to maintain the viability of the Transportation Reaching People program, new volunteers will need to be recruited and current volunteers will need to be retained.

<b>Issue Area:</b> Transportation					
<b>Goal:</b> Expand transportation options					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Maintain the number of rides provided by Consortium members.	Work with OAA, TriMet, rural transit districts and other community partners to effectively coordinate services and leverage existing resources for cost-effective service delivery.	AAA Program Staff	1/1/13	Continuous	Social Services is partnering with City of Sandy to provide services in the Boring area. This area was taken out of the Tri Met service area and, as a result, residents lost access to Tri Met Lift service. Social Services continues this partnership with the City of Sandy. Social Services acts as the lead agency in applying for funding to support the paratransit services to the residents who lost access to TriMet LIFT services in Boring. <a href="#">We have successfully obtained funding to continue this service through FY16/17.</a>

<p>Work with local, state and federal sources to advocate for stable, long-term solutions to increase funding and resources available for transportation of seniors and persons with disabilities.</p>	<p>AAA Program Staff</p>	<p>1/1/13</p>	<p>Continuous</p>	<p>Thanks to a public/private partnership, nearly one million dollars in new funding received to improve transportation on Mt. Hood through expansion of the Mt. Express bus service. <a href="#">During FY14/15 and 15/16 we obtained additional state funding to increase local shuttle service to enhance accessibility for seniors and people with disabilities. Ridership continues to grow with over 52,000 rides delivered in FY15/16.</a></p>
<p>Implement recommendations from H3S transportation study to improve coordination and increase service options.</p>	<p>AAA Program Staff</p>	<p>1/1/13</p>	<p>12/31/2014</p>	<p>Services to Boring and Hoodland improved. Working with TriMet to access lower cost bus tickets for clients. Social Services staff continue to work with Boring and Hoodland for continue improvements to transportation access. <a href="#">This goal has been meet.</a></p>
<p>Participate in regional planning and coordination groups such as RTCC.</p>	<p>AAA Program Staff, Advisory Board</p>	<p>1/1/13</p>	<p>Continuous</p>	<p>Social Services staff and advisory council members have participated in the following local and regional planning efforts: Mt. Hood multi-modal planning, Clackamas TSP and AOC transportation coordinating study, STFAC, CAT and other transit advisory boards. Social Services staff and advisory council members continue their participation in the aforementioned planning</p>

					groups. <a href="#">Staff continue to participate in these regional planning efforts.</a>
	Continue participation as a lead organization in the Clackamas County Transportation Consortium to improve coordination between providers	AAA Program Staff	1/1/13	Continuous	Ongoing

## **Volunteering**

**The Need:** Local volunteers play an important role in providing services to Clackamas County residents. Challenging economic conditions and a growing population of seniors provide opportunities for increased volunteer engagement during a time of increasing demand for volunteer services. The Clackamas County Volunteer Connection Program (VC) works with numerous community partners to provide meaningful opportunities for volunteer engagement. Volunteering builds the capacity of Clackamas County's local community to enhance the quality of life throughout neighborhoods and communities. It gives volunteers a sense of connectedness and benefits their overall health. It gives Clackamas County clients a network of services which otherwise would not be available without volunteers' time, skills, and passion. VC engages volunteers at multiple levels including grassroots projects, ongoing and long-term placements, referrals to agency partners, developing volunteer leaders, spontaneous projects and much more. In order to effectively engage potential and affiliated volunteers, VC works with its community partners on targeted outreach through directed marketing, focusing on multigenerational opportunities for harder to reach and underrepresented individuals. Furthermore, VC is engaged in equitable service enhancement efforts intended to streamline access to CCSS programs and services for both clients and volunteers. In order to deliver great volunteer engagement opportunities supporting social service solutions, VC must continuously reinvent itself in response to community needs, demographic changes, economic and health conditions and trends, and emerging efforts of local partner organizations.

**The Program:** Since 1986, Volunteer Connection Program (VC) has been a vital link in Clackamas County for volunteer placement and volunteer engagement. VC is a program provided by Clackamas County Social Services. VC connects potential volunteers with opportunities to serve throughout the county. Approximately 750 volunteers are registered directly with VC as volunteer drivers, senior companions, youth mentors, emergency volunteers, support aides and many other support roles. VC also offers a one-stop volunteer referral service through [www.clackamasvolunteers.org](http://www.clackamasvolunteers.org) where local organizations post volunteer opportunities and volunteers are matched with those opportunities via a profile assessment. The program also provides direct service to county residents through a variety of volunteer led initiatives. VC works in cohort with 200+ community organizations to provide meaningful volunteer opportunities with local senior centers, food pantries, youth and family oriented programs, homelessness reduction effort programs, and many other community support programs. VC improves the quality and delivery of social services in Clackamas County through volunteer opportunities, advocacy, education, empowerment and partnerships with public, private, faith-based and non-profit agencies. VC strives to strengthen the community by increasing and fostering opportunities for individuals and families to be self-reliant and live healthier, safer and more socially connected. In 2011, VC volunteers contributed over \$1,600,000 in-kind time to support critical services for individuals and families.





**Issue Area:** Volunteer Engagement

**Profile:** In Clackamas County volunteer engagement efforts add value throughout the community. Numerous organizations rely on volunteer supported programs including local non-profits, government agencies, faith-based organizations, emergency management, and public safety networks. Since 1986, VC has been a vital link between volunteer placement and volunteer engagement in Clackamas County. VC connects potential volunteers with opportunities to serve throughout the county. Approximately 750 volunteers are registered directly with VC as volunteer drivers, senior companions, youth mentors, emergency volunteers, support aides and many other supportive roles. VC uses a one-stop volunteer referral service through [www.clackamasvolunteers.org](http://www.clackamasvolunteers.org) where local organizations post volunteer opportunities and volunteers are matched with those opportunities via a profile assessment.

**Problem/Need Statement:** In order to deliver great volunteer opportunities, VC must continuously evolve to respond to Clackamas County’s needs, demographic changes, economic and health conditions and trends, and emerging efforts of local partner organizations. Although Oregon and national volunteer participation statistics are strong, improvement can be made in how volunteer opportunities are structured, advertised, and communicated. Engagement of volunteers who are harder to reach and are typically unrepresented can also be improved. Based on a VC 2012 volunteer survey, Clackamas County knows that most of the VC volunteers are 55+, very few are members of ethnic minorities, less than 1% of volunteers speak a language other than English, and less than 15% live in a rural area. To improve engagement strategies, VC is developing a communications strategy. The strategy will help clarify VC brand identity, audiences, key messages, and outreach tools, all needed to engage volunteers and to focus on underrepresented communities who are currently less engaged in CCSS programs.

<b>Issue Area: Volunteer Engagement</b>					
<b>Goal:</b> Establish an all-inclusive communications strategy to help clarify VCP brand identity, audiences, key messages, and outreach tools used to promote the program and to engage volunteers, focusing on opportunities that are multigenerational for harder to reach and underrepresented individuals.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2013-2016 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Increase volunteer referrals by 10% year to year while maintaining a	Review and assess existing communications strategies	RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	4/1/13	VC program communications were updated to reflect on VC wide need to recruit new volunteers including veterans. VC redesigned its newsletter to be more inclusive of core

retention rate of 90%.

Document increase in number of volunteers under the age of 65.

Document increase in number of volunteers who are ethnically diverse.

services and email friendly, as well as compliant with the agency's brand. In addition, new and updated brochures were developed for key volunteer programs including: NEW TRP volunteer handout, NEW TRP Veterans-Driving-Veterans fact sheet, revised RSVP brochures focused on baby-boomer volunteers, NEW volunteer training curriculum, and new volunteer certification program for the Money Management Program (an outcome of VC's partnership with the State). [The VC Program outreach materials were updated during FY15/16 to better reflect the program services provided. The newsletter has been re-designed to provide more relevant information specific to program provision.](#)

Conduct a volunteer-wide survey	VC Program Manager and RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	Annually	2 <sup>nd</sup> annual survey was completed on July 1, 2013. The VC team will be re-evaluating the VC Program survey. The response rate has been very low, particularly via Survey Monkey. In addition a number of the VC programs have grant mandated surveys which must be completed (SCP, OMMP, RSVP). Having multiple survey tools has been confusing for volunteers. <a href="#">Volunteer surveys were conducted in the spring of 2015 and 2016 and reflect a high percentage (90+%) of volunteer satisfaction.</a>
Create partnership categories based on opportunities to engage volunteers in the greatest positive community impact work	RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	Completed	Lead by the HS coordinator, this effort is on track and the baseline categories were put in place on July 1, 2013. These baseline categories have been in place since 2013. <a href="#">Goal was achieved and there are no further updates</a>
Develop a list of target audiences and key stakeholders; Conduct focus groups with key stakeholders	VC Program Manager and RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	Ongoing	The Volunteer Services Advisory council has acted as the representative of VCP stakeholders, providing the program with feedback and advice. <a href="#">The Volunteer Services Advisory Council has been renamed to better</a>

				<a href="#">reflect the group to Senior Corps Advisory Council.</a>
Develop a set of specific brand and identity elements and principles	VC Program Manager and RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	5/1/13 5/1/16	All of VC brochures have been redesigned to meet H3S guidelines; a newsletter focused on volunteers is now regularly published and distributed mostly by email. The VC team is again re-evaluating and updating publications. <a href="#">The VC Team now has processes in place to review and evaluate the effectiveness of all outreach materials and strategies regular basis.</a>
Enhance volunteer recruitment/retention process	RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	6/30/16	RSVP Coordinator and Program Manager are in the process of evaluating and updating the recruitment priorities and plan. <a href="#">See above. This is being re-evaluated on a regular basis</a>
Evaluate plan effectiveness on volunteer engagement	RSVP Coordinator at CCSS	Prior to 1/1/13 start of Area Plan	6/30/16	VC team is in the process of re-evaluating what data we are collecting and why and what the impact is on program provision. In addition, information about trends and changing needs of volunteers, particularly as it relates to retirement aged individuals. <a href="#">The VC Databook has been finalized and implemented. Consistent information is provided on all</a>

				<a href="#"><u>programs and is utilized to for program comparison and as a basis to develop outreach strategies that better incorporate underserved communities.</u></a>
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## **APPENDIX E: Emergency Preparedness Plan**

Please refer to separate PDF documents:

Clackamas County H3S Continuity of Operations Plan (COOP)

Clackamas County Emergency Plan for Serving People with Access and Functional Needs, June 2011

Clackamas County Social Services has submitted the county's Emergency Plan for Serving People with Access and Function Needs as Attachment E of the Area Plan. The following information helps readers of the Area Plan locate sections of the Emergency Plan relating the responsibilities of Clackamas County Social Services.

Assessment of Potential Hazards can be found on page 7 of the County Plan and include fires, floods, gas leaks, and serious snow storms.

Agreements detailing coordination between agencies can be found in Appendix H – Intra-County Mutual Aid Agreement of the plan.

Descriptions of Social Services' role in local planning and coordination can be found in section 3.1 (Sheltering and Mass Care) and section 3.3.2 (Volunteer Support). On page 20, the reference to H3S' responsibilities includes the role of Social Services staff in disseminating information to and providing real-time problem solving for vulnerable populations. The Volunteer Connection, reference on page 23, is a program of Clackamas County Social Services and is charged, through Annex J of the County's Emergency Operations Plan, for deployment of a Volunteer Reception Center

## **APPENDIX F: List of Designated Focal Points (OAA Section 306(a)(3)(B))**

Canby Adult Center  
P.O. Box 10, 1250 S. Ivy  
Canby, OR 97013  
(503) 266-2970

Estacada Community Center  
P.O. Box 430, 200 SW Clubhouse Dr.  
Estacada, OR 97023  
(503) 630-7454

Gladstone Senior Center  
1050 Portland Avenue  
Gladstone, OR 97027  
(503) 655-7701

Lake Oswego Adult Comm. Ctr.  
505 "G" Avenue  
Lake Oswego, OR 97034  
(503) 635-3758

North Clackamas Parks & Rec.  
Milwaukie Center  
5440 S.E. Kellogg Creek Dr.  
Milwaukie, OR 97222  
(503) 653-8100

Molalla Adult Community Ctr.  
P.O. Box 728  
315 Kennel Street  
Molalla, OR 97038  
(503) 829-4214

Pioneer Community Center  
615 Fifth Street  
Oregon City, OR 97045  
(503) 657-8287

Sandy Senior & Comm. Ctr.  
38348 Pioneer Blvd.  
Sandy, OR 97055  
(503) 668-5569

Wilsonville Community Ctr  
7965 S.W. Wilsonville Road  
Wilsonville, OR 97070  
(503) 682-3727

### **Designated Access Point**

Hoodland Senior Center  
P.O. Box 508  
25400 E Salmon River Road  
Welches, OR 97067  
(503) 622-3331

## **APPENDIX G: OPI Policies and Procedures**

### **Oregon Project Independence Local Area Rules – Clackamas County 6/1/2016**

Refer to OARs 411-032-0000 through 411-032-0044 for:

OPI Service Definitions, Goals, Administration, Authorized Services & Allowable Costs, Data Collection, Records & Reporting, Eligibility & Determination of Authorized Services, Fees for Authorized Service & Fees for Service Schedule

Refer to OARs 411-015-0006 through 411-015-0015 for:

Activities of Daily Living (ADL), Instrumental Activities of Daily Living (IADL), Assessments, Priority of Paid Services and Current Limitations

#### **Goals 411-032-0001**

The goals of Oregon Project Independence are to:

- (1) Promote quality of life and independent living among older adults and people with physical disabilities;
- (2) Provide preventive and long-term care services to eligible individuals to reduce the risk for institutionalization and promote self-determination;
- (3) Provide services to consumers who are lacking or have limited access to other long-term care services; and
- (4) Optimize eligible individuals' personal resources and natural supports.

Additionally, the Clackamas County Oregon Project Independence program strives to:

- (1) Provide culturally relevant and linguistically responsive services to consumers at their specific need level;
- (2) Provide accessible services, supports and information in a variety of formats to meet individuals' diverse linguistic, literacy and communication needs;
- (3) Provide a low cost and cost effective intervention, allowing people who wish to stay in their home for as long as they are safely able to do so. Ultimately, services will save community and state money and resources.
- (4) Provide connections (as-needed basis and/or with related resources) to additional services such as home repairs, low-interest home repair loans, grant programs, DME lending programs, and food security resources that support self-determination and independent living.

#### **Eligibility 411-032-0020**

The consumer, at assessment must meet service eligibility levels (1-18), as indicated on current OPI Service Level Matrix in order to receive in-home services.

The consumer cannot be receiving Medicaid benefits, except CAWEM, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), Qualified Medicare Beneficiary (QMB), or Supplemental Low Income Medicare Beneficiary Programs (SLMB).



Any individual residing in an Assisted Living, Adult Foster Home, or a Nursing Facility shall not be eligible for authorized services.

\*\*As funding allows, transitional services will be provided to persons wishing to relocate from an institution to their place of residence. If the individual is leaving facility against medical advice (AMA), determination for appropriate services will be reviewed on a case by case basis.

### **Determination of Services 411-032-0020**

The determination of OPI services is based on each consumer's cultural and linguistic preferences, and financial, functional, medical, and social need for the services. Service eligibility level will be indicated through the Client Assessment/Planning System (CA/PS).

After the initial eligibility determination, the determination of continued OPI services is made at regular intervals but not less than twelve months. Informal assessments and consumer follow up will occur as needed. A full financial assessment is not necessary at these informal intervals unless there is a significant change to income as indicated by the consumer.

Consumers may choose an in-home care worker or services from a contracted agency. When the OPI budget allows, other services such as respite care, home repair/modifications, DME, and home delivered meals will be provided by the appropriate contractor(s).

### **Priority of Service 411-032-0020**

Priority for authorized services will maintain consumers already receiving authorized services as long as their needs indicate. New clients are added to the program as capacity and budget allows.

If OPI budget constraints or capacity do not allow for the immediate start of in-home services then consumers will be placed on a waiting list. Prioritization of services will be based on the state standardized OPI Risk Tool (SDS 287J) that measures the risk for out of home placement.

Consumers with the highest risk of out of home placement are given priority on the waiting list.

All consumers placed on the OPI waiting list will be offered Options Counseling services to assist them in exploring alternative options to meet their stated needs and preferences.

The Clackamas County OPI program has a service plan maximum of 15 hours per month. Exceptions are made by the program supervisor on a case-by-case basis. The protocol for temporary increase of OPI service hours are as follows:

1. No more than 10% of the current active case load will be approved for hours exceeding the original service plan hours.
2. The maximum allowable hours per client for temporary increase is 20. If the client's service plan is 20 hours/month, a temporary increase can only be accommodated with the approval of the division director.
3. The need for increase services will be reviewed and evaluated every 30 days by the case manager. The OPI Case Manager will follow up with the OPI Program Supervisor in writing supporting the need for continuing the increased service plan hours.

4. Approval for temporary increase of service hours will be awarded for the following reasons: significant change of condition resulting in a decline in overall physical and/or cognitive health, increased care needs following a hospitalization, support for primary caregiver if the caregiver has experienced a significant change of condition or has experienced a recent hospitalization, end of life/hospice, transitioning to Medicaid.
5. Prior to submitting a request to increase hours, OPI case managers will ensure that all other options have been explored (natural supports, private resources, FCSP, Senior Companion, etc.).

### **Authorized OPI Services 411-032-0010**

(A) Home care supportive services limited to the following:

- (i) Home care;
- (ii) Chore;
- (iii) Assistive technology device;
- (iv) Personal care;
- (v) Adult day services;
- (vi) Registered nurse services; and
- (vii) Home delivered meals.

(B) Assisted transportation

A person-centered service plan is developed by the case manager based on the consumer's stated needs and preferences.

Services are provided as budget allows.

### **Fees for Authorized Service 411-032-0044**

Fees for service are based on a sliding fee schedule to all eligible consumers whose annual income exceeds the minimum household income limit, as established by the State of Oregon.

### **One-Time Fee 411-032-0044**

- (d) A one-time fee is applied to all consumers receiving OPI authorized services who have adjusted income levels at or below federal poverty level. The fee is due at the time eligibility for OPI authorized services has been determined.
- (e) A second attempt to collect the one time fee is not required.
- (f) Consumers who identify a financial hardship may request that the one-time fee of \$25 be waived.
- (g) Consumers who wish to have the fee waived should contact the OPI Program Supervisor by phone, email or in writing within 10 business days of receipt of the invoice to request a waiver. The invoice will include contact information and instructions on how to request a waiver. Proof of financial hardship may be required by the OPI Program Supervisor before approval.

### **Consumer Billing and Non-Payment**

OPI consumers who have been assessed a fee for service will be billed by Clackamas County each month after Home Care Worker vouchers have been processed and after agencies have billed Clackamas County.

If at initial assessment or annual review, the consumer indicates that they are unable to pay the copay for services, a request can be made to the OPI Program Supervisor for an accommodation. Accommodations will be reviewed and determined appropriate on a case by case basis.

Billing is sent out monthly by administrative staff, detailing current and any past-due charges or amounts. Reconciliation for billing is completed on the 15th of each month. If a consumer is more than 60 days past due, admin staff processing consumer bills and payments, will notify the OPI case manager that they have sent a past due notice to consumer.

The letter being sent to the consumer will notify them of their past due amount and inform them that the case is at risk of closure within 30 days after the date of the letter if payment arrangements are not made. The letter will include instructions on who to contact to make payment arrangements if they wish for past due amounts.

If a consumer, who is still receiving services, elects to make monthly payment arrangements for a past due bill then agreements will be made that the minimum monthly payment plus an additional \$10.00 above this will be paid in order to work toward paying off the debt. A written summary of the agreement and payment plan will be mailed to the consumer within 10 business days for signature and return for consumer records. The staff coordinating the plan will notify the OPI Case Manager that payment arrangements have been made.

If payment is not received by the date listed in the original letter, or the consumer declines to make payment arrangements, the OPI Case Manager will discontinue the consumer's OPI services and send a closure letter to the consumer and in-home care provider.

All efforts will be made to work with consumers on payments for services (current and past due) to ensure that services will continue.

If the consumer pays the past due amount after the OPI case has been closed they may reapply for services. If there is a waiting list they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, with new date of request.

### **Consumer Assessment 411-015-0008**

The assessment process will identify the consumer's ability to perform activities of daily living, instrumental activities of daily living (self-management tasks), and determine the consumer's ability to address health and safety concerns and their preferences to meet needs.

The purpose of the assessment is for the OPI Case Manager, with the consumer, natural supports and networks, to evaluate the current level of functioning of the consumer and how well they can manage in their present living situation, then determine what care needs are required to assist the person to remain safe in the least restrictive environment. The assessment will also determine the services the consumer directs to meet care needs. The service plan must be cost effective in management of OPI's limited resources in order to serve the greatest number of consumers with service needs.

## **Client Assessment/Planning System (CA/PS)**

This computerized assessment tool in Oregon Access is a comprehensive and holistic evaluation system of a consumer's cognitive, social, and physical health. CA/PS is used for determining consumer need in Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), and establishing services through setting up a Service Plan.

***Please see OAR 411-015-0005 through 411-015-007 for specific rules and definitions under each assessment area.***

### **Required Forms**

The following forms will be used during the OPI home visit and will be a part of the consumer's file. These forms will be updated at least annually, unless otherwise specified, through the service redetermination assessment. *Copies are included in the forms section.*

*OPI Service Agreement (SDS 0287L)*

*OPI Income/Fee Determination Record (SDS 0287K)*

*OPI Risk Assessment Tool (SDS 0287J)*

*In-Home Service Plan (SDS 546 or 546N)*

*Task List (SDS 598N)*

*Homecare Worker Notice of Authorized Hours and Services (SDS 4105)\*\**

*Workers' Compensation Agreement and Consent (SDS 0354)\*\**

*Client-Employed Provider Program Participation Agreement (SDS 0737)\*\**

*Oregon Health Authority Notice of Privacy Practices (MSC 2090)\**

*Oregon Health Authority Notice of Privacy Practices Acknowledgement of Receipt (MSC 2092)\**

*Oregon Health Authority Authorization for Use and Disclosure of Information (MSC 2099)*

\* Initial Assessment Only

\*\* As Needed when HCW chosen

### **Setting up In-home Services**

a. Upon completion of the assessment, In-Home Service Plans will be discussed. Authorized hours will be discussed with the consumer to develop a person-centered and cost effective plan.

Homemaking hours are not to exceed 15 hours/month per individual, or 20 hours/month for 2 clients living in the same home, unless approved by OPI Program Supervisor. Total in-home care hours will not exceed current Clackamas County OPI Program maximum, without approved exception.

Personal care hours must be designated according to each task and consumer will be informed that hours may be reduced if they are not being utilized.

b. Consumers have the option of selecting a Home Care Worker (HCW) or an in-home care agency. Consumers will be sent a letter of their approval following the assessment and notified that a provider must be selected within 30 days.

If consumers are having difficulty locating a provider within 30 days, they must inform their OPI Case Manager and request an exception. If the exception exceeds 60 days, then the OPI Program Supervisor must grant the exception.

c. Consumers wishing to hire privately for additional hours beyond what OPI is providing may arrange to do so. Consumers will be provided information about options for private pay services (ex: Homecare Choice Program through the State of Oregon or home care agencies).

However, consumers who are hiring their OPI Home Care Worker (HCW) privately for additional hours must put in writing the hours and day(s) of the week that the HCW is providing services through OPI. A HCW Private Pay Release form will be sent to the HCW as a courtesy. Copies of the work plan and the Private Pay Release form will be provided to the consumer/representative and HCW, and placed in the client file.

### **Safety Planning**

Safety plans may be requested by OPI staff if consumers are high risk or have unmet high care needs. Safety plans must address how additional care will be provided and what steps must be taken to ensure that consumer is safe with OPI involvement.

If consumer determines to decline additional supports or resources to increase safety, potential risk will be discussed with the consumer. If the consumer is unable to understand risk, then appropriate referrals will be made to assist in mitigating risk.

### **Disaster Planning**

At initial and annual assessments, consumers and natural supports (if applicable) will be given information and encouraged to develop a disaster response plan. Should planning materials not be available in the consumer's language of choice, we will have interpretive services available to discuss safety planning.

Risk details will be entered into CAPS, and printed to be kept in a central location where all staff can access in the event of technology malfunction or inaccessibility. Information will be kept on those that are highest risk, as determined by Oregon Access, for outreach to be made during natural or man-made disaster.

### **Putting Services on Hold**

If a consumer requests or needs their OPI services to be placed on hold they may do so. The circumstances in which a case can be put on hold may include family visitation, consumer going out of town, consumer in hospital or rehab, etc. However, after being on hold for 45 days the OPI Case Manager will determine if services need to be closed in order to prioritize consumers on the waiting list to be added on to the program (as funding allows). Services will be closed if the consumer is out of the home for more than 75 days. If the consumer returns home within 30 days of case closing, services may be re-opened. Additional extensions may be granted on a case-by-case basis by the OPI Program Supervisor.

If a case closure is needed then the OPI Case Manager, verbal communication will be made with the consumer or appointed representative informing them of the case closure. A letter will also be sent to the consumer or appointed representative informing them of the case closure within 10 business days from the date of the letter, and will provide instructions to respond if there is disagreement about the determination.

Closures will be reviewed on a case-by-case basis. A consumer in the hospital or rehab facility may be able to have services on hold for a longer period of time. These situations, as well as other exceptions, will be approved by the OPI Program Supervisor.

### **Denying, Reducing or Closing OPI Services**

Denial for Services: When an OPI Case Manager determines that an applicant for OPI services will not be provided a requested service, the OPI Case Manager shall provide to the applicant, verbally and by mail, a written notice of this decision. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Reducing Services: A consumer may choose to reduce hours voluntarily. If a consumer requests a reduction in hours, it should be noted in the narrative. A new Service Agreement showing the reduction in hours should be sent to consumer for signature.

Services may be reduced by the OPI program for various reasons. The consumer's condition may improve or needs decrease. A family member may increase involvement, taking on additional responsibilities for the provision of care. If the OPI Case Manager's determines that a reduction of services is the most appropriate action to take, following Medicaid standards, a ten day notice of reduction of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Closing Services: A consumer may choose to withdraw from services voluntarily. If a consumer determines to end services, the reason will be noted in the narrative, and the OPI Case Manager will send "Consumer Request to Withdraw" form for signature. A copy shall be given to the consumer/representative, and placed in the client file. Should a consumer request to return to the program after voluntary withdrawal, they may reapply for services. If there is a waiting list, they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, with a new date of request.

Consumers may be closed from services by the OPI program for various reasons. The consumer may not meet the service priority level, decline to engage in services, act out inappropriately toward the OPI staff (threaten violence or use verbal abuse toward OPI staff – use of racially or sexually derogative terms or other insulting language), or a home environment that is unsafe for service providers. If OPI Case Manager determines that closure of services is the most appropriate action to take, following Medicaid standards, a ten day notice of closure of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

If consumer signs the OPI Fee Determination and OPI Service Agreement that shows a change or reduction in hours or fee, then the consumer is agreeing to these terms and therefore does not have a grievance.

### **Grievance Procedure**

If a consumer does not agree with a decision to deny, reduce, or terminate OPI services then they may utilize the following procedure:

1. They may request a reassessment of their needs by their OPI Case Manager. The OPI Case Manager must schedule a reassessment within 5 business days of the request unless an assessment has been done within the past 30 days. If the assessment has been completed within the past 30 days and there is no significant change, then the current assessment will be considered valid. Consumer may proceed to step 2.
2. The consumer may contact the OPI Program Supervisor in writing within ten (10) business days of the date of the denial letter. If the consumer uses this approach, within five business days of the consumer's letter, the OPI Program Supervisor will contact the consumer and discuss the decision and the review process. If the consumer still disagrees with the decision they may follow Step 3 below.
3. The consumer may file a written grievance within ten (10) business days of the conversation with the OPI Program Supervisor. Their grievance should be submitted to: CCSS Director, PO BOX 2950, Oregon City, OR 97045. If the consumer uses this approach the Director will schedule a grievance review meeting within ten business days of receiving the consumer's written grievance. The consumer and their representative, if any, will be notified in writing, of the date, time and location of this meeting. The consumer's rights at this meeting will be set forth in the meeting notice. To allow adequate time for planning, consumers are asked to let the Director know at least 5 business days before the meeting if special accommodations are requested.

If the consumer grieves the decision to terminate their OPI services, they will continue to receive this service until the outcome of the formal grievance is known.

Every effort is made to offer services that will be sustainable for as long as the consumer needs and wants them. Occasionally, unforeseen circumstances lead to budgetary constraints which may require a reduction in services. In this case, reduction of services is not grievable.

# APPENDIX H: Partner Memorandums of Understanding

## Metro Aging & Disability Resource Connection Consortium

### Memorandum of Understanding

This Memorandum of Understanding is between the following parties:

- Clackamas County Social Services (CCSS),
- Community Action Team, Inc. (CAT),
- Independent Living Resources (ILR),
- Multnomah County Aging and Disability Services Division (MCADS),
- Washington County Disability, Aging and Veterans Services (WCDAVS), and
- Oregon Dept. of Human Services, Aging and People with Disabilities, Clackamas, Washington and Columbia Counties (APD)

#### **Vision:**

All individuals will have easy access to long-term support resources through comprehensive information, awareness, education, and guided assistance through an integrated approach.

#### **Mission:**

To honor and support the desire of individuals with disabilities, who are aging or who are veterans to remain independent, healthy, safe and active in their home communities. To provide services that promote dignity, choice, personal responsibility and quality of life.

#### **Values:**

- Maximum freedom and independence
- Informed choice
- Person-centered & directed
- Inherent dignity of the individual
- Personal responsibility and engagement
- Culturally responsive
- Based on collaboration
- Commitment to quality

#### **Background:**

The Oregon Aging and Disability Resource Connection (ADRC) consists of highly visible and trusted Resource Centers in communities where individuals can turn for information on the full-range of long-term care options and entry to public long-term support programs and benefits. Individuals may access ADRC services by phone, in person or on-line. ADRC core services include Information & Assistance (I&A), Options Counseling (benefits counseling & long-term services & supports counseling), Care Transitions and Evidence-based Chronic Disease Management/Health Promotion.

The Oregon ADRC system is led at the state level by the Department of Human Services, Aging & People with Disabilities (APD). APD has responsibility for establishing standards for Oregon's ADRCs and providing monitoring and oversight of ADRC activities.

The organizations identified in this memorandum recognize that communities in the four county region (Clackamas, Columbia, Multnomah and Washington) have developed a continuum of services that are responsive to unique local needs and leverage local resources. This

12/19/12

1 of 5



memorandum of understanding seeks to utilize the strengths of this network of services to offer long-term resources and supports to individuals, families and community/health professionals. Members understand that the consortium will implement ADRC services in a sustainable manner, as funding and resources allow.

**Terms of Agreement:**

**Metro ADRC Consortium Administration:**

- 1) The Metro ADRC Consortium will be governed by an Executive Council consisting of the Executive Directors of the Area Agencies on Aging (AAAs) and the Center for Independent Living for the regional area. Executive Council members will include:
  - a) Brenda Durbin, Director, Clackamas County Social Services
  - b) Barbara Wood, Human Investment Director, Community Action Team, Inc.
  - c) Barry Fox-Quamme, Executive Director, Independent Living Resources
  - d) Peggy Brey, Division Director, Multnomah County Aging & Disability Services Division
  - e) Jeff Hill, Director, Washington County Disability, Aging & Veterans Services
- 2) The Metro ADRC Consortium will assign an ADRC Operations Committee to coordinate the operations of the ADRC. The ADRC Operations Committee will report to the Executive Council, providing regular reports on operational activities and seeking direction and approval for any significant changes to ADRC operations. The Operations Committee will include representatives from each member organization.
- 3) Ensure consumer involvement and satisfaction
  - a) Regional ADRC Advisory Committee will meet at least quarterly. Each agency will provide 1 staff representative to sit on the committee and recruit 1-2 consumers/community members. At least 51% of advisory committee members will be consumers. Consumers may be older adults, people with disabilities (physical, mental/behavioral health, and intellectual/developmental), veterans, family caregivers or professionals representing the aging/disability network or healthcare.
  - b) Consumer satisfaction surveys – partners providing core ADRC services agree to conduct standardized consumer satisfaction surveys and share summary results with the quality improvement workgroup and advisory committee.
  - c) The Consortium, in consultation with the Advisory Committee, will annually develop additional opportunities for consumer feedback, such as focus groups, etc.
- 4) The Consortium agrees to assign lead fiscal responsibility for the ADRC to Multnomah County Aging & Disability Services. Multnomah County will conduct fiscal lead responsibilities under the direction and oversight of the Executive Council.

**All Metro ADRC Consortium partners agree to:**

- 1) Develop an operational plan for regional ADRC program expansion
- 2) Provide streamlined access to public benefits and services
  - a) Partners will establish a process for facilitated transfer of individuals across Counties, organizations and services
- 3) Provide basic information, referral and assistance functions
  - a) Utilize ADRCofOregon resource data base and call module to capture call contact information
  - b) Partners will participate in regional and state-wide coordination of data resource management to ensure that resource data in the ADRCofOregon is accurate, up-to-date, and presented in a consistent format.

- 4) Assist older adults and people with disabilities to avoid institutional care and unnecessary utilization of health care resources by implementing such services as:
  - a) Options counseling
  - b) Care coordination/management
  - c) Care transitions
    - i) Nursing facility transition/diversion
    - ii) Partnering with regional Coordinated Care Organizations
  - d) Evidence-based health promotion and chronic disease self-management
  - e) Protection for vulnerable adults – through education and referral/reporting to Adult Protective Services
- 5) Participate in continuous quality improvement
  - a) Partners to participate in developing and implementing regional quality improvement plan to implement State quality/performance protocols
  - b) Coordinate and share training resources, including:
    - i) Coordinate annual CIRS-A training, testing, and recertification for I&A staff
    - ii) Create developmental opportunities for staff to become resource specialists in our consortium with training that support CRS certification;
    - iii) Develop Options Counseling Train-the-Trainer resources to be shared in the region
    - iv) Establish an annual plan for ADRC core training topics, such as:
      - (1) Medicaid Eligibility Basics
      - (2) Medicare Basics
      - (3) Options Counseling 101
      - (4) Serving Veterans
      - (5) Consumer Self-Direction
      - (6) Motivational Interviewing
      - (7) Inclusive programs that address the needs/preferences of people with disabilities
      - (8) ADRCofOregon – web-site search, resource database, call module & care tool
      - (9) Sharing of I&A best practices
  - c) Partner with Coordinated Care Organizations in the region to ensure collaboration across health, long-term care and social service systems for older adults and individuals with disabilities.

Area Agencies on Aging (CCSS, CAT, MCADS, WCDAYS) agree to:

- 1) Provide streamlined access to public benefits and services
  - a) Screening for public benefits will be conducted by ADRC Information & Assistance staff and cross-referral protocols established to ensure seamless and timely access to public benefit eligibility. Each partner agrees to ensure that staff conducting screening activities are familiar with public benefits eligibility and protocols for cross-referral with Medicaid eligibility intake. ADRC partners will establish coordination and oversight processes to ensure streamlined access for consumers and effective coordination across programs/agencies.
  - b) Provide Senior Health Insurance Benefits Assistance services, including:
    - i) Outreach and education to Medicare beneficiaries
    - ii) Outreach and enrollment for Medicare Low-Income Subsidy
    - iii) Education, advocacy and reporting of Medicare fraud and abuse (Senior Medicare Patrol)
    - iv) Coordination of SHIBA activities with Medicaid Medicare Modernization Act (MMA) staff and services

- v) Coordination with and training of ADRC and other community partners regarding Medicare benefits and issues
- 2) Provide comprehensive information, referral and assistance functions
  - a) Staff providing ADRC Information & Assistance will meet State standards for certification and training
  - b) Follow State standards for the provision of Information and Assistance services
  - c) Develop protocols for partners to provide back-up coverage for each other for I&A and other key ADRC functions
- 3) Washington County DAVS agrees to provide Columbia County CAT telephone coverage for all Information and Assistance calls for Columbia County. DAVS will screen and refer all Medicaid calls to the Columbia County APD office and all other calls for service requests to Columbia County CAT. The agreement between Washington County DAVS and Columbia County CAT may be terminated within 30 days by mutual written consent of the parties or at such time as the parties agree in mutual written consent.

Independent Living Resources agrees to:

- 1) Provide comprehensive information, referral and assistance to consumers with disabilities
- 2) Connect consumers with disabilities to peer and training supports
- 3) Provide training and technical assistance to Metro ADRC Consortium and other related partners on issues pertaining to people with disabilities

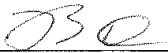
Medicaid Long-term Care Programs (MCADS & APD) agree to:

- 1) Conduct eligibility for a variety of public benefits, including:
  - a) Supplemental Nutrition Assistance Program (SNAP)
  - b) Oregon Health Plan
  - c) Medicaid Long-Term Care & Case Management
- 2) Provide care coordination for individuals enrolled in Medicaid Long-Term Care programs
- 3) Provide Adult Protective Services and Multi-Disciplinary Team supports for individuals experiencing self-neglect or abuse and with complex needs.

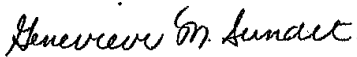
Effective Date and Termination:

- 1) The effective date of this agreement shall be January 1, 2013 or the date on which each party has signed the agreement, whichever is later. Unless earlier terminated as proved below, the termination shall be December 30, 2017.
- 2) This agreement will be reviewed annually by all parties and updated based on mutual agreement of all members.
- 3) This agreement may be terminated by mutual consent of all members at any time.
- 4) Any member may terminate participation in this agreement effective upon delivery of written notice to the other members of the agreement or at such later date as established by the members.

5) Authorized Signatures:

  
\_\_\_\_\_  
Brenda Durbin, Director  
Clackamas County Social Services


12/28/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Genevieve Sundet, District Manager  
Clackamas County  
Aging & People with Disabilities

12/26/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Tierney, Executive Director  
Community Action Team, Inc.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Barry Fox-Quamme, Executive Director  
Independent Living Resources

12/28/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peggy Bray, Division Director  
Multnomah County Aging & Disability Services

12/28/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sia Lindstrom, Sr. Deputy County Administrator  
Washington County Disability, Aging &  
Veterans Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jessica Soltesz, District Manager  
Washington & Columbia Counties  
Aging & People with Disabilities

12/28/12  
\_\_\_\_\_  
Date


5) Authorized Signatures:

\_\_\_\_\_  
Brenda Durbin, Director  
Clackamas County Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Genevieve Sundet, District Manager  
Clackamas County  
Aging & People with Disabilities

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jim Tierney, Executive Director  
Community Action Team, Inc.

\_\_\_\_\_  
Date

*12/26/12*

\_\_\_\_\_  
Barry Fox-Quamme, Executive Director  
Independent Living Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Brey, Division Director  
Multnomah County Aging & Disability Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sia Lindstrom, Sr. Deputy County Administrator  
Washington County Disability, Aging &  
Veterans Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jessica Soltesz, District Manager  
Washington & Columbia Counties  
Aging & People with Disabilities

\_\_\_\_\_  
Date

12/19/12

5 of 5

5) Authorized Signatures:

\_\_\_\_\_  
Brenda Durbin, Director  
Clackamas County Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Genevieve Sundet, District Manager  
Clackamas County  
Aging & People with Disabilities

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Date

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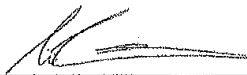
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Independent Living Resources

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Date

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Peggy Brey, Division Director  
Multnomah County Aging & Disability Services

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Date

  
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Sia Lindstrom, Sr. Deputy County Administrator  
Washington County Disability, Aging &  
Veterans Services

12/28/2012

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jessica Soltesz, District Manager  
Washington & Columbia Counties  
Aging & People with Disabilities

\_\_\_\_\_  
Date

12/19/12

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## INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING #7674

Between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
Aging and Disability Resource Connection Unit

And

STATE OF OREGON, DEPT. OF HUMAN SERVICES  
Aging and People with Disabilities, Adult Protective Services

This Memorandum of Understanding (MOU) is between the following parties:

- Clackamas County Social Services, Area Agency on Aging (AAA)/Aging and Disability Resource Connection (ADRC)
- Department of Human Services (DHS), Aging and People with Disabilities (APD)/Adult Protective Services (APS).

### PURPOSE

The purpose of this MOU is to establish roles, responsibilities and procedures for handling APS and Gatekeeper calls and referrals. This includes responsibilities related to assessing and triaging calls, providing information, referral and assistance, and abuse/neglect intervention.

### TERM

The term of this MOU shall be from January 1, 2016 through June 30, 2017, unless otherwise amended.

### ROLES

Clackamas County ADRC:

The ADRC provides information, referrals and assistance to support older adults and persons with disabilities, veterans and caregivers in assessing their needs, and linking them to the most appropriate services. The ADRC also conducts follow-up and advocacy to individuals experiencing barriers. These services are offered during regular County service hours, Monday-Thursday, 8:30 a.m. to 5:30 p.m.

Clackamas County APS:

DHS's Adult Protective Services (APS) in Clackamas County conduct abuse and neglect investigations and provide protective services to older adults, age 65 and older; adults with physical disabilities; and residents of Aging and People with Disabilities (APD) licensed or certified settings. The types of abuse and neglect investigated are abandonment, financial exploitation, neglect, physical abuse, verbal emotional abuse, wrongful restraint, involuntary seclusion, and sexual abuse. APS also responds to calls about self-neglect.

### CALL HANDLING PROCEDURES AND RESPONSIBILITIES

Clackamas County ADRC:

- Gatekeeper calls or calls where protective services matters are suggested will be responded to as high priority calls. Information and Referral Specialist will prioritize Gatekeeper calls, emails and referrals over other requests coming into the ADRC.
- When ADRC staff receive calls relating to abuse or neglect of an older adult (over the age of 65) or person with a physical disability (stated or implied), they will follow the Clackamas County ADRC Policy

and Procedure for handling APS calls (EXHIBIT A). It is agreed that appropriate APS-related referrals include but are not limited to:

1. Incident where there is a statement made by the caller that either they or someone else over the age of 65 or experiencing a physical disability is being abused or neglected.
  2. Incident where there is a question based off of statements made by the caller that either they or someone else over the age of 65, or experiencing a physical disability is being abused or neglected.
- Clackamas County ADRC will maintain an up-to-date, specialized resource database of service providers in Clackamas County related to their respective roles as outlined in this MOU.

**Adult Protective Services:**

- When APS staff receive calls where the caller indicates they are a Gatekeeper or want to make a Gatekeeper referral, and the call does not meet definitions of abuse or neglect per OAR 411-20-0001, the APS Specialist will follow the Policy for Adult Protective Services handling Gatekeeper calls (EXHIBIT B).
- When APS staff receive referrals from ADRC staff, a referral number will be shared with the ADRC.

**DOCUMENTATION**

**ADRC:** All Gatekeeper calls coming in to the ADRC will be recorded into the ADRC database (RTZ). Gatekeeper calls will be recorded in RTZ using the Clackamas County ADRC Policy and Procedure for recording Gatekeeper calls (EXHIBIT C).

**APS:** All identified Gatekeeper calls coming in to APS will be recorded into the ADRC database (RTZ) by ADRC staff. Gatekeeper calls will be recorded into RTZ using the Clackamas County ADRC Policy and Procedure for recording Gatekeeper calls (EXHIBIT C). Information will be provided to the Clackamas County ADRC by APS, per the ADRC Policy and Procedure for APS handling Gatekeeper calls (EXHIBIT B).

**REPORTING AND MONITORING**

**Clackamas County ADRC:**

- A monthly report will be pulled and shared with APS that shows the number of Gatekeeper referrals that came in to the ADRC. Success stories will also be shared with APS quarterly as available.

**Clackamas County ADRC and APS:**

- ADRC and APS management will meet quarterly to review MOU and ensure processes in place are effective.

**Adult Protective Services:**

- APS will provide training to ADRC Information and Referral Specialist regarding protective services issues on semi-annually on agreed upon subjects.



**NOTE: Page 3 of FY16-17 SSD-APD APS MOU goes here.**

**EXHIBIT A**  
**CLACKAMAS COUNTY ADRC**  
Policy for handling Adult Protective Services calls and referrals

**ADULT PROTECTIVE SERVICES CALLS**

When circumstances warrant, the Information & Referral/Information & Assistance (I&R/I&A) Specialist will make referrals to the local Aging and People with Disabilities office for an APS follow-up and referral. If staff believe abuse or neglect may be occurring, staff are to do the following:

1. If someone is being hurt or is in imminent danger, call 911 immediately.
2. If in the midst of an I&R/I&A call, the caller makes an indication that they or someone else has been neglected or abused, please **stop the conversation**, and let the caller know that they need to speak with an Adult Protective Services specialist. Let them know that you are a mandatory reporter, that information is kept confidential, and that your goal is to ensure theirs (or another person's) safety.
3. Complete the "Clackamas County APS Referral Form" (EXHIBIT D) and via secured email, [send secure], to [clackamascounty.aps@state.or.us](mailto:clackamascounty.aps@state.or.us)
4. **DO NOT EMAIL REFERRALS TO WORKERS DIRECTLY.** APS screeners work on a rotation basis, so the possibility exists that if you email one of them, the information will be retrieved timely. Information needs to be provided through the APS screening line or general email box.
5. Document in RTZ minimum data set for an **Information call**, and summarize call, including who the call was transferred to (or that an email was sent to the general APS mailbox), that an APS referral was made, and the APS referral number in the narrative.

PLEASE NOTE: There are different entities that provide protective services to our populations.

- a. Adult Protective Services: Milwaukie Aging and People with Disabilities office: 971-673-6600.
- b. DD Protective Services : Brian Pollard 503-557-2874
- c. MH Protective Services: 503-655-8585

**\*\*If you are unsure as to how to handle a crisis or protective services call, please seek out assistance from a supervisor. \*\***

**EXHIBIT B**  
**CLACKAMAS COUNTY ADRC**  
**Policy for Adult Protective Services handling Gatekeeper calls**

When APS staff receive calls where the caller indicates it is a Gatekeeper referral, and the call does not meet definitions of abuse or neglect per OAR 311-20-0001, the APS Specialist will do the following:

1. Email a summary of the presenting situation, including name and contact information to [clackamasadrc@clackamas.us](mailto:clackamasadrc@clackamas.us)
2. The Information and Referral Specialist will follow-up (if requested) with either the caller or the reported victim within 24 hours, or by the end of the next business day.

## EXHIBIT C CLACKAMAS COUNTY ADRC Policy for recording Gatekeeper calls

**Definition of Community Gatekeeper:** Individuals employed by organizations such as utility companies, departments of sanitation, local post offices, banks, etc. who have been trained to look for and report concerns of abuse and/or neglect. Gatekeepers work in residential neighborhoods on a regular basis (reading gas, electric and water meters, collecting refuse or delivering mail) and are likely to notice if an individual's normal routines have suddenly changed (for example: if the person's mail has not been picked up on a regular basis or they suddenly begin over-drafting their account). Gatekeepers also include police departments and other organizations that conduct regular welfare checks in situations where people have requested the service.

### Data In-Put for Community Gatekeeper Calls:

1. From a fresh Contact Record in ADRC
2. Caller = Community Gatekeeper
3. Referral Source = ADRC
4. Method of Contact = Phone (most often)

The screenshot shows the 'New Contact' form in the ADRC system. The form is titled 'New Contact' and includes the following fields and options:

- Type Of Contact:** Phone
- How did you hear about us?:** ADRC
- Date:** 11/17/2015
- Time:** 11:46 AM to 12:19 PM
- Caller:** Community Gatekeeper
- Call length:** 32 min
- Calling for:** Self, Someone Else (checked)

Arrows in the image point to the 'Type Of Contact', 'Caller', and 'How did you hear about us?' fields.

### 5. Non-Consumer Contact Info

- Search for Caller/Gatekeeper using a limited character search (first 2 letters of last name and first 2 letters of first name)

The screenshot shows the 'Caller' search interface. It includes a search bar with the text 'do, jo' and a 'Search' button. The search bar is labeled 'Last Name, First Name' and 'Agency Name'. There is also an 'Anonymous' checkbox and an 'Add Another Caller' link.

- Select Existing or Add New
- Record Agency
- Record Telephone Number

- Relationship = Not Related

**Caller**

[Remove Caller](#)

Not Related  John  Is there a Caregiver dealing with Alzheimer's/Dementia? Unknown

Other

12345 South Lane  Address Line 2

Portland  OR  9704

Hide from Other Agencies:

Home Phone

Home

[Wells Fargo Bank](#) [Reset Agency](#)

[Add Another Caller](#)

#### 6. Consumer Info and Demographics

- Search for consumer using a limited character search (first 2 letters of last name and first 2 letters of first name)
- Select Existing or Add New
- Record Consumer's Telephone #
- Record Consumer's Address
- DOB (if available)
- Record Consumer's Age (if DOB was not entered)
- Record Consumer's Gender
- Record Consumer's Race
- Record Consumer's Ethnicity
- Record Consumer's County (if address was not entered)
- Record Consumer's Zip (if address was not entered)
- Record Urban/Rural
- Record Veteran Status (if able to record)

Test, Test ; Test Edit ID Number: 598469

Home  County  Other

54321 Test Rd Address Line 2 Type

Canby OR  Homeless?

Valid Dates From 07/01/2010 To 12/31/9999

Directions to Home: \_\_\_\_\_ Notes: \_\_\_\_\_

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**Characteristics**

DOB:  Age:  Functionally Impaired:

Gender:  Veteran Status:   Physical Disability

Transgender:  Veteran ID#:   Dementia/Alzheimer's

Ethnicity:  Income Information:   Mental Health/Illness

Race:  Income:   Vision

If other, specify:  Employment Status:   Hearing

English Fluency:  Receives Social Security:   TBI

Primary Language (Main):  Receives SSI:   ID/DD

If other, specify:  Receives Private Pension:   Emotional

Literacy:   Medicare A  Other Cognitive Impairment

Relationship Status:   Medicare B  Other

Lives With:   Medicare D  None

Household Size:  Medicare #:   Caring for individual with Alzheimer's/Dementia

Housing Type:  Medicaid:

If other, specify:

Urban/Rural:

8. Referrals and Needs

- Category => Abuse and Neglect Issues
- Taxonomy => Adult Protective Intervention/Investigation [PH-6500.0500-050]
- Record all programs referred

Information and Referral

Consumer Services & Protection | Fraud Prevention  Referral(2)

Refer By:  Info  Phone  Mail  In Person  Inter Office  Email

APS	Info	Phone	Mail	In Person	Inter Office	Email
<p><input checked="" type="checkbox"/> Adult Protective Services - Clackamas County Oregon Department of Human Services - Clackamas County</p> <p>DHS-APD ADULT PROTECTIVE SERVICES 4382 INTERNATIONAL WAY SUITE C Milwaukie, OR 97222-4627 4382 International Way Suite C Oregon City, OR 97222-4627</p> <p>971-673-6655 971-673-8109 971-673-6600</p> <p>Consumer Need <input type="text" value="Abuse and Neglect Issues"/> Taxonomy Term <input type="text" value="Adult Protective Interv/"/></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Consumer Services &amp; Protection   Fraud Prevention</p> <p><input checked="" type="checkbox"/> Senate Aging Committee - Anti-Fraud Hotline 1-855-303-8470 Senate Aging Committee - Anti-Fraud Hotline</p> <p>G31 Dirksen Senate Office Building Washington, DC 20510</p> <p>855-303-8470 202-224-5384</p> <p>Consumer Need <input type="text" value="Consumer Services &amp; Protection"/> Taxonomy Term <input type="text" value="Fraud Prevention"/></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 9. Add Notes (following the Oregon Access Standards)
- 10. Schedule Follow-Up (as needed)

Log #:                      Date:  
(Local APS Only)

## Clackamas County, APS Referral Form

Please, submit by email: [clackamascounty.APS@state.or.us](mailto:clackamascounty.APS@state.or.us) or fax: 971-673-6109

### Referral Source:

Anonymous

Name:

Address:

City/State/Zip:

Phone Number:

Relationship to Reported Victim:

### Reported Victim:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Physically Disabled:  Yes  No

Medicaid Prime #:

Medicaid Case Manager Name:

### Facility Information (if applicable):

Name of Facility:

Type of facility:  NF  RCF  ALF  AFH  RB

Complainant wants a copy of the report:  Yes  No

Address if different:

### Additional Reported Victim:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Physically Disabled:  Yes  No

### Reported Perpetrator:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Relationship to Reported Victim:

Criminal History  Drug/Alcohol  Weapons  Other Info

### Potential witnesses, additional victims and perpetrators:

(Name / Address / Phone / Role)

- 1.
- 2.
- 3.

Date and Time of the Incident:		<input type="checkbox"/> Ongoing Problem?
<b>Describe Your Concerns or a Description of the Problem:</b>		
<b>*** ARE THERE ANY SAFETY CONCERNS FOR THE VICTIM OR INVESTIGATOR? ***</b> Be Specific (weapons, animals, drug use, etc...)		
<b>APS Office Use Only:</b>		
Log #:	<input type="checkbox"/> Community <input type="checkbox"/> Facility <input type="checkbox"/> Community in Facility	
Date Received:	Time Received:	
Screener: Choose		
Reported Allegation of Abuse: Choose	Reported Allegation of Abuse: Choose	
Investigator Assigned: Choose		
Response Time: <input type="checkbox"/> 2-Hour <input type="checkbox"/> Next Day <input type="checkbox"/> 5-Day		
Screened Out: <input type="checkbox"/>		
Referral Code: Choose	Date of Referral:	



## Appendix I Statement of Assurances and Verification of Intent

For the period of January 1, 2017 through December 31, 2020, Clackamas County Social Services (AAA) accepts the responsibility to administer this Area Plan in accordance with all requirements of the Older Americans Act (OAA) (P.L. 109-365) and related state law and policy. Through the Area Plan, the AAA shall promote the development of a comprehensive and coordinated system of services to meet the needs of older individuals and individuals with disabilities and serve as the advocacy and focal point for these groups in the Planning and Service Area. The AAA assures that it will:

Comply with all applicable state and federal laws, regulations, policies and contract requirements relating to activities carried out under the Area Plan.

Conduct outreach, provide services in a comprehensive and coordinated system, and establish goals and objectives with emphasis on: a) older individuals who have the greatest social and economic need, with particular attention to low income minority individuals and older individuals residing in rural areas; b) older individuals with significant disabilities; c) older individuals at risk for institutional placement; d) older Native Americans; and e) older individuals with limited English proficiency.

All agreements with providers of OAA services shall require the provider to specify how it intends to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas and meet specific objectives established by the AAA for providing services to low income minority individuals and older individuals residing in rural areas within the Planning and Service Area.

Provide assurances that the Area Agency on Aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with significant disabilities, with agencies that develop or provide services for individuals with disabilities.

Provide information and assurances concerning services to older individuals who are Native Americans, including:

- A. Information concerning whether there is a significant population of older Native Americans in the planning and service area, and if so, an assurance that the Area Agency on Aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under the Area Plan;
- B. An assurance that the Area Agency on Aging will, to the maximum extent practicable, coordinate the services the agency provides with services provided under Title VI of the Older Americans Act; and
- C. An assurance that the Area Agency on Aging will make services under the Area Plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

Obtain input from the public and approval from the AAA Advisory Council on the development, implementation and administration of the Area Plan through a public process, which should include, at a minimum, a public hearing prior to submission of the Area Plan to DHS. The AAA shall publicize the hearing(s) through legal notice, mailings, advertisements in newspapers, and other methods determined by the AAA to be most effective in informing the public, service providers, advocacy groups, etc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Durbin, Director  
Social Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ann Meader, Chair  
Aging Services Advisory Council

**Clackamas County**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard

Commissioner: Martha Schrader  
Commissioner: Tootie Smith  
Commissioner: Paul Savas

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services Dept.

## APPENDIX J:

### POLICY ON AGING CLACKAMAS COUNTY, OREGON

(Adopted 01/28/86)

Relating to older citizens and consistent with the State Policy on Aging:

Whereas the people of Clackamas County have long prided themselves on their progressive social policies and their leadership in establishing programs to serve citizens; and

Whereas it is part of our pioneer heritage to recognize the dignity and need for independence of each individual; and

Whereas older citizens are increasing in number and in proportion to total population in this county; and

Whereas older citizens are often unaware of services which are available; and

Whereas the delivery of these services needs to be coordinated; and

Whereas older citizens are too often the victims of social and economic forces beyond their control; and

Whereas it is only just that our older citizens be assisted by appropriate means in maintaining their independence and their dignity; now, therefore,

Be It Established by Older of the Clackamas County Board of Commissioners:

SECTION 1. (1) The Board of County Commissioners finds and declares that, in keeping with the traditional concept of the inherent dignity of the individual in our democratic society, the older citizens of this county are entitled to enjoy their later years in health, honor and dignity.

(2) The Board of County Commissioners declares that the policy of this county is to provide and encourage programs necessary to fulfill the commitment stated in subsection (1) of this section and that the purpose of policies stated in this Older is to provide a guide for the establishment and implementation of programs for older citizens in this county. It further declares that the programs shall be initiated, promoted and developed through:

(a) Volunteers and volunteer groups;

(b) Partnership with local governmental agencies;

(c) Coordinated efforts of county agencies;

(d) Coordination and cooperation with state programs;

(e) Partnership with private health and social service agencies; and

(f) A designated county agency that will encourage and work with older citizens and their organizations, that will coordinate local programs, that will encourage and monitor federal and state programs and that will act as an advocate for older citizens in Clackamas County.

(3) The Board of County Commissioners declares that it shall be the policy of this county to give special attention to the special concerns of our most frail and vulnerable older citizens.

(4) Recognizing the diversity in geography, economy, and lifestyles in Clackamas County and the diversity of local senior citizen networks, the Board of County Commissioners declares that it is the policy of this county to encourage maximum consumer input in administering programs for older citizens and to encourage and emphasize local cooperation to achieve the most effective blend of city and county authority. Multipurpose senior centers may be designated as focal points for the delivery of services to older citizens in each community where practicable.

SECTION 2. In carrying out the policies stated in Section 1 of this Order, the county shall:

(1) Coordinate the effective and efficient provision of community services to older citizens so that the services will be readily available to the greatest number over the widest geographic area; assure that information on these services is available in each locality, utilizing whenever possible existing information services; and assure that each new service receives maximum publicity at the time it is initiated.

(2) Assure that older citizens retain the right of free choice in planning and managing their lives; by increasing the number of options in lifestyles available to older citizens; by aiding older citizens to help themselves; by strengthening the natural support system of family, friends and neighbors to further self-care and independent living; and by encouraging all programs that seek to maximize self-care and independent living within the mainstream of life.

(3) Assure that health and social services be available that:

(a) Allow the older citizen to live independently at home or with others as long as the citizen desires without requiring inappropriate or premature institutionalization;

(b) Encourage, by expansion of existing programs for older citizens, by school programs, by home delivered meals, by counseling or by other means, public and private development of nutrition programs for older citizens that prevent or minimize illness or social isolation;

(c) Assure that if institutionalization is necessary, the institution should be one of the highest quality where the older citizen may live in dignity; and

(d) Protect the older citizen from physical and mental abuse and from fraudulent practices.

(4) Foster both preventive and primary health care, including mental and physical health care, to keep older citizens active and contributing members of society; and to encourage full restorative services for those older citizens who require institutional care to increase the possibility of their return to independent living.

(5) Encourage public and private development of suitable housing for older citizens, designed and located consistent with their special needs and available at costs they can afford.

(6) Recognize the necessity for a variety of ways to help older citizens maintain sufficient income to meet their needs.

(7) Encourage local transportation systems and volunteer groups to meet the daily transportation needs of older citizens and to make accessible to them a broad range of services and programs.

(8) Encourage and develop meaningful employment opportunities for older citizens in positions commensurate with their abilities; eliminate discrimination to such employment; and whenever possible, employ older citizens in programs that affect older citizens.

(9) Involve older citizens in the decision-making process for programs affecting their lives. Recognizing the ability of older citizens to be advisors to the Board of County Commissioners, agencies and professional staff, the Board of County Commissioners, agencies and professional staff, the Board of County Commissioners intends that, whenever possible, older citizens should assist in the development of policies affecting their lives.

(10) Assure to older citizens the right to pursue activities within the widest range of civic, cultural, entertainment and recreational opportunities by opening such opportunities to participation by older citizens, by encouraging older citizens to utilize their capabilities by participating in government and by assuring them the right to serve.

(11) Encourage public education facility availability to older citizens and their organizations so older citizens may pursue their educational interests; and encourage all institutions of learning and other appropriate agencies to develop and provide by outreach, as well as by

traditional means, special education programs to meet the needs and interests of older citizens by addressing the problems and opportunities of aging and by responding to older citizens' interests in liberal arts as well as their interest in hobby and recreation courses.

(12) Encourage the development of barrier-free construction and the removal of architectural barriers so that more facilities are accessible to older citizens and to citizens with disabilities.

(13) Promote development of programs to educate persons who work with older citizens in gerontology and geriatrics and encourage qualified persons to seek such education.

(14) Encourage immediate application by both public and private agencies of knowledge acquired from research that can sustain and improve the health and happiness of older citizens.

(15) Recognize that older citizens who retire should be able to do so in honor and dignity.

(16) Encourage and support:

(a) Distribution of literature which accurately presents facts concerning aging;

(b) Efforts of schools, churches and other institutions in teaching children and youth about the process of aging so as to correct fallacies handed down from one generation to another;

(c) Inter-generational programming and participation by community organizations and institutions to promote better understanding and warm social interaction and to counteract the tendency to isolation of the elderly;

(d) Correction of stereotyping of the elderly in school texts and other books, newspapers, magazines, radio and television by encouraging review and analysis of these media by publishers, company ownership or other appropriate agencies; and

(e) Efforts which show that many misconceptions and stereotypes have no basis in fact so that older citizens will be freed from the destructive tendency to socially conform by embracing these fallacies.

SECTION 3. The Board of County Commissioners, in its capacity as the governing authority, delegates advisory responsibility to the Area Agency on Aging Advisory Council, in accordance with adopted bylaws. It shall be the work of the Council and designated staff of the Department of Human Services, Social Services Division (Aging and Disability Services) to assume the lead role in implementing this policy in accordance with all applicable federal, state and local laws and regulations.

## APPENDIX K: Acronym List

AAAAC – Area Agency on Aging Advisory Council  
AARP – American Association of Retired Persons  
ACL – Adult Center Liaison  
ADL – Activities of Daily Living  
ADRC – Aging and Disability Resource Center  
ADS – Aging and Disability Services  
AIRS – Alliance of Information and Referral Systems  
AoA – Administration on Aging  
APD – Aging and People with Disabilities  
BCC – Board of County Commissioners  
CAA – Community Action Agency  
CAATS - Computer Assisted Audit Techniques  
CAPS – Client Assessment Planning System  
CAR - Catch-a-Ride  
CASA – Court Appointed Special Advocates  
CCO – Coordinated Care Organization  
CCSS – Clackamas County Social Services  
CFR – Code of Federal Regulations  
CNS - Corporation for National Service  
CRC – Clackamas Resource Connection  
CSBG – Community Services Block Grant  
CVSO – County Veterans Service Officer  
DHS – Department of Human Services  
DME – Durable Medical Equipment  
FCSP – Family Caregiver Support Program  
H3S – Health, Housing and Human Services  
HCW – Home Care Worker  
HDM – Home Delivered Meal  
HSHF – Health Start Healthy Families  
I & R – Information and Referral  
LASO – Legal Aid Services of Oregon  
LGBT – Lesbian, Gay, Bisexual, Transgender  
LWwCC – Living Well with Chronic Conditions  
MDT – Multi-Disciplinary Teams  
MMP – Money Management Program  
MOU – Memorandum of Understanding  
MOWAA - Meals on Wheels Association of America (  
NASUA - National Association of State Units on Aging  
NAYA Family Center – Native American Youth and Family Center  
NCOA – National Council on Aging  
NSIP – Nutrition Services Incentive Program  
OAA – Older Americans Act  
ODOT – Oregon Department of Transportation  
OPI – Oregon Project Independence  
PCDC – Primary and Consumer Directed Care  
PSA – Planning Service Area  
PTC – Powerful Tools for the Caregiver

RSVP – Retired Senior Volunteer Program  
RTCC – Regional Transportation Coordinating Council  
SCP – Senior Companion Program  
SHIBA – Senior Health Insurance Benefits Assistance  
SPD – Seniors and People with Disabilities  
STF – Special Transportation Fund  
STFAC – Special Transportation Fund Advisory Council  
SUA – State Unit on Aging  
TAE – Technical Assistance Exchange  
TRP – Transportation Reaching People  
UKCPR - University of Kentucky Center for Poverty Research  
VC – Volunteer Connection  
VCP – Volunteer Connection Program  
VIEWS – Volunteers Involved for the Emotional Well-being of Seniors

September 29, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Folk Time, Inc. for  
Peer Support Services for residents of the Chez Ami Apartments

<b>Purpose/Outcomes</b>	To provide peer support services at the Chez Ami Apartments located in Happy Valley, Oregon
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$122,302.00
<b>Funding Source</b>	Oregon Health Authority & HUD Supported Housing Grant - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7749

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Folk-Time, Inc. for peer support services to consumers served at the Chez Ami Apartments in Happy Valley. Peer support services are provided directly to consumers of County Behavioral Health services in collaboration with County service teams. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel reviewed and approved this agreement on August 5, 2016. This agreement is retroactive due to a delay in receiving the needed information from the contractor and awaiting signature and approval past the effective date.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services



# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

AGREEMENT # 7749

This Professional, Technical, and Consultant Services Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and FOLK TIME, INC hereinafter called "CONTRACTOR"

## AGREEMENT

### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to *provide peer support services at Chez Ami Apartments* as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Maximum payment to CONTRACTOR for the term of this agreement shall not exceed **\$122,302.00**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit itemized invoices based on approved budget as specified in Exhibit D by the 10<sup>th</sup> of the month following the month services were performed. The invoice shall include the contract # **7749**, the total amount due for each line item listed as specified in approved budget and the total invoiced amount for the month. . CONTRACTOR shall use the invoice template provided in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Accounts Payable  
2051 Kaen Road, 154  
Oregon City, Oregon 97045

Or electronically to:

[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)  
With CC to [alinfoot@co.clackamas.or.us](mailto:alinfoot@co.clackamas.or.us)

When submitting electronically, designate CONTRACTOR name and contract # **7749** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance using COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## 5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR'S liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

1) 5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss, and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon

funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.

## 6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

**7.0 Notices**

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

**If to CONTRACTOR:**

Folk - Time, Inc.  
232 SE 80<sup>th</sup> Avenue  
Portland, OR 97215

**If to COUNTY:**

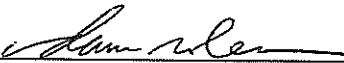
Clackamas County Behavioral Health Division  
2051 Kaen Road, # 154  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Compensation and Budget
Exhibit D	Performance Standards
Attachment 1	Invoice Sample

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

**FOLK -TIME, INC.**

By:   
Dawn Coleman Executive Director  
9/7/16

Date  
232 SE 80<sup>th</sup> Avenue  
Street Address  
Portland, Oregon 97215  
City / State / Zip  
(503)238-6428 / (503)238-3986  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Service Department

Date



September 29, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Folk Time, Inc. for  
Peer Support Services at the Centerstone Crisis Clinic for the Safety Net Program

<b>Purpose/Outcomes</b>	To provide peer support services at the Centerstone Crisis Clinic for the Safety Net Program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$205,417.00
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on April 7, 2016, Agenda item 040716-A1
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7779

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Folk-Time, Inc. for peer support services to consumers at the Centerstone Crisis Clinic for the Safety Net Program. Peer support services are provided directly to consumers of County Behavioral Health services in the crisis clinic (Centerstone) working in collaboration with County service teams. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel reviewed and approved this agreement on August 10, 2016. This agreement is retroactive due to a delay in receiving the needed information from the contractor and awaiting signature and approval past the effective date.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

AGREEMENT # 7779

This Professional, Technical, and Consultant Services Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **FOLK TIME, INC** hereinafter called "CONTRACTOR"

## AGREEMENT

### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide peer support services at the Clackamas County walk in crisis center working with COUNTY teams that support the Clackamas County Sheriff's Office as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Maximum payment to CONTRACTOR for the term of this agreement shall not exceed **\$205,417.00**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall **submit itemized invoices** based on approved budget as specified in Exhibit C by the 10<sup>th</sup> of the month following the month services were performed. The invoice shall include the contract # **7779**, the total amount due for each line item listed as specified in approved budget and the total invoiced amount for the month. . CONTRACTOR shall use the invoice template provided in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Accounts Payable  
2051 Kaen Road, 154  
Oregon City, Oregon 97045

Or electronically to:

[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)  
With CC to [alinfoot@co.clackamas.or.us](mailto:alinfoot@co.clackamas.or.us)

When submitting electronically, designate CONTRACTOR name and contract # **7779** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and

all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- (i) Termination of this Contract, in whole or in part;
- (ii) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- (iii) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## 5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the

COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this contract

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- (i) Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- (ii) Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.

## 6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- (i) If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- (ii) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

- (iii) If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- (iv) If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- (v) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.



**7.0 Notices**

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

**If to CONTRACTOR:**

Folk-Time, Inc.  
232 SE 80<sup>th</sup> Avenue  
Portland, OR 97215

**If to COUNTY:**

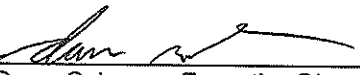
Clackamas County Behavioral Health Division  
2051 Kaen Road, # 154  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Compensation and Budget
Exhibit D	Performance Standards
Attachment 1	Invoice Sample

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

**FOLK-TIME, INC.**

By:   
Dawn Coleman, Executive Director  
9/7/16  
Date  
232 SE 80<sup>th</sup> Avenue  
Street Address  
Portland, Oregon 97215  
City / State / Zip  
(503)238-6428 / (503)238-3986  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Service Department

Date

September 29, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Folk Time, Inc. for  
Peer Support Services for the Clackamas County Sheriff's Office Behavioral Health Unit

<b>Purpose/Outcomes</b>	To provide peer support services at the Centerstone Crisis Clinic for the Clackamas County Sheriff's Office/Behavioral Health Unit. (CCSO-BHU)
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$147,692.00
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7839

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Folk-Time, Inc. for peer support services to consumers served by the Clackamas County Sheriff's Office Behavioral Health Unit. Peer support services are provided directly to consumers of County Behavioral Health services in collaboration with County service teams. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel reviewed and approved this agreement on August 3, 2016

This agreement is retroactive due to a delay in receiving the needed information from the contractor and awaiting signature and approval past the effective date.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

## AGREEMENT # 7839

This Professional, Technical, and Consultant Services Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and FOLK-TIME, INC hereinafter called "CONTRACTOR".

## AGREEMENT

### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to *provide peer support services for Behavioral Health Unit of the Clackamas County Sherriff's office* as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Maximum payment to CONTRACTOR for the term of this agreement shall not exceed \$147,692.00

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit *itemized invoices* based on approved budget as specified in Exhibit C by the 10<sup>th</sup> of the month following the month services were performed. The invoice shall include the contract # **7839**, the total amount due for each line item listed as specified in approved budget and the total invoiced amount for the month. CONTRACTOR shall use the invoice template provided in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Accounts Payable  
2051 Kaen Road, 154  
Oregon City, Oregon 97045

Or electronically to:

BHAP@co.clackamas.or.us  
With CC to alinfoot@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name and contract # **7839** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance using COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- (i) Termination of this Contract, in whole or in part;
- (ii) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and

- (iii) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## 5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY  Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY  Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY  Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- (i) Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

- (ii) Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.

## 6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- (i) If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- (ii) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- (iii) If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- (iv) If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- (v) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.



**Folk Time Inc.**

*Professional, Technical and Consultant Agreement #7839 Peer Support CCSO*

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6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

**7.0 Notices**

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

**If to CONTRACTOR:**

Folk-Time, Inc.  
PO Box 33260  
Portland, OR 97292

**If to COUNTY:**

Clackamas County Behavioral Health Division  
Attn: Contracts Analyst  
2051 Kaen Road, # 154  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Compensation and Budget
Exhibit D	Performance Standards
Attachment 1	Invoice Sample

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

**FOLK-TIME, INC.**

By:   
Dawn Coleman, Executive Director

9/7/16  
Date  
232 SE 80<sup>th</sup> Avenue  
Street Address  
Portland, Oregon 97215  
City / State / Zip  
(503)238-6428 / (503)238-3986  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Service Department

\_\_\_\_\_  
Date

September 29, 2016

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Amendment # 2 for an Intergovernmental Agreement with  
 the State of Oregon, Department of Human Services, Office of Child Welfare Programs  
for Alcohol and Drug screening to Child Welfare Parents

<b>Purpose/Outcomes</b>	This agreement provides a Certified Alcohol and Drug Counselor to provide comprehensive Alcohol and Drug screening to Child Welfare parents off site at the Child Welfare DHS office in Oregon City.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value of the agreement is increased by \$123,720 to an amended value of \$309,300 revenue
<b>Funding Source</b>	Oregon Department of Human Services - No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective October 1, 2014 and terminates September 30, 2018
<b>Previous Board Action</b>	The Board of County Commissioners reviewed and approved Amendment #1 of this agreement on September 18, 2014 agenda item A-3
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – (503)742-5305
<b>Contract No.</b>	6456

**BACKGROUND:**

Clackamas County Health, Housing and Human Services Behavioral Health Division will provide a Certified Alcohol and Drug Counselor (CADC) who facilitates comprehensive alcohol and drug screens for State DHS child welfare parents. In addition to the screens, the services include case management and support for child welfare parent to help stabilize the family.

Amendment # 2 extends the initial agreement for two years and adds appropriate funding.

This is a revenue agreement. The value of Amendment # 2 is \$123,720 increasing the total agreement to \$309,300. The amendment is effective October 1, 2016 and terminates September 30, 2018. County Counsel approved the amendment on September 7, 2016.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director



Agreement Number 143986

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 2 to Agreement Number 143986 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County Behavioral Health  
2051 Kaen Road Suite # 367  
Oregon City, OR 97045  
Telephone: 503 / 742-5305  
Facsimile: 503 / 742-5311-5642  
Contact Person: Mary Rumbaugh  
E-mail address: [Maryrum@co.clackamas.or.us](mailto:Maryrum@co.clackamas.or.us)**

hereinafter referred to as “County.”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice.
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**” ending date is amended from ~~September 30, 2016~~ to **September 30, 2018**.
  - b. Section 3 “**Consideration**” not to exceed amount is amended from \$185,580.00 to **\$309,300.00**.
3. **Certification.**
  - a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no

claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
  - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** Errenno cuEqwv{ , Errenno cu'

Eqwv{ 'J gcnj .J qwv{ 'cpf 'J wo cp'Ugt xlegu/Dgj cxlot cnJ gcnj 'Fkkukp'

Street address: 4273"Mcgp"Tqcf "

City, state, zip code: Qtgi qp"Ekv{ .Qtgi qp"; 9267

Email address: r co grf qwB eq@errenno cuQt0wu

Telephone: (725) 944/7538"....."facsimile<725/964/7534

Federal Employer Identification Number: ; 5/82244: 8

**Proof of Insurance:**

Workers' Compensation Insurance Company: UGNH'P UWTGF

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

County shall provide proof of Insurance upon request by DHS or DHS designee.

"

, pqv{ hgf "pco g'y kj "KU."lwv{k gpv{hpi "'Fkkukp"cpf "F gr ctvo gpv"

**5. Signatures.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County Behavioral Health**

**By:**

\_\_\_\_\_  
Director, Health Housing and Human Services  
Authorized Signature Title Date

**State of Oregon, acting by and through its Department of Human Services**

**By:**

\_\_\_\_\_  
Authorized Signature Title Date

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(a)

\_\_\_\_\_  
Assistant Attorney General Date

**Office of Contracts and Procurement:**

\_\_\_\_\_  
Contract Specialist Date

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memo of Understanding and Term Sheet between the Housing Authority of Clackamas County (HACC) and Pedcor Investments, LLC for the Development of a Multifamily Housing Project

<b>Purpose/Outcomes</b>	Construction of a 212 unit affordable housing project on Otty Road
<b>Dollar Amount and Fiscal Impact</b>	\$29,5014,141
<b>Funding Source(s)</b>	Private Activity Bond \$27,501,141 HACC Disposition Funds Loan \$ 1,100,000 HOME Loan \$ 900,000
<b>Duration</b>	9-29-2016 through 8-15-2017
<b>Previous Board Action</b>	The Board reviewed and approved the concept of the MOU on July 5 <sup>th</sup> , 2016
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities Sustainable and Affordable Housing
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests the approval of a Memo of Understanding (MOU) and associated Terms Sheet with Pedcor Investments, LLC. This MOU defines the preliminary deal points and provisions requested in order to move forward in the process of developing a multifamily affordable housing complex at 8810 & 8850 Otty Road in Happy Valley.

There are two important aspects for this stage of the process:

- The MOU as structured is not binding.
- The Terms, as discussed in the attached term sheet, would be the terms used if the County, through HACC, agrees to a binding relationship with Pedcor regarding the proposed project.
- If HACC and Pedcor do not arrive at a mutually accepted, binding agreement the terms are not in effect.



## The Project

The project will consist of six structures. Each is four stories and wood framed with an elevator servicing each building. The project is centrally located with easy access to services and within short walking distance of the MAX Green Line as well as several TriMet bus stops.

The project will contain 212 new units of affordable housing which includes:

New Units of Affordable Housing	
Size	Number of Units
1 Bedroom/1 Bath	104
2 Bedroom/2 Bath	100
3 Bedroom/2 Bath	8

## Project Rents

The project holds rents to 60% of the Area Median Income (AMI) for all units. Current median income is \$58,800 for a household of two. A couple that currently makes \$30,900 will be able to afford a one bedroom unit or a two bedroom if they have children. The chart below compares current market rents to project rents.

Household Size	AMI Household Income	Current market rent	Income at 60% AMI	Project Rent with Utilities
1	\$51,500	\$1,063	\$30,900	\$760
2	\$58,800	\$1,242	\$35,280	\$909
3	\$66,200	\$1,371	\$39,720	\$1,044

These units are required to remain affordable for a period of 60 years

## Project Risk

The financing structure of this project imposes minimal risk to the County and HACC because the developer is responsible for:

- Guaranteeing completion of construction and achieving stabilization (e.g. lease up, minimum revenue targets and debt coverage ratio); and
- Bond financing will be insured by a HUD's 221(d) loan guarantee program therefore in the event of a default debt service payments will be made by HUD. Because these are revenue bonds there is no recourse to the County in the event of a default.

## Partnership

PEDCOR is proposing to partner with HACC in this development. The attached Memorandum of Understanding (MOU) lays the groundwork for this partnership. While there are no binding contractual obligations it does provide a scope of work for each party and provides PEDCOR with the assurance that HACC intends to work with PEDCOR on the next steps in predevelopment. This includes:

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

- HACC’s willingness to be designated as a General Partner member allowing the property to qualify for property tax exemption. In return, PEDCOR would compensate HACC with 25% of the project developer fee and annual cash flow (upfront = \$258,000 & annual cash flow = \$86,000). In addition HACC acting as the general manager is responsible for filing the annual tax exemption status and would receive an annual fee of \$5,000 for this purpose. The County’s support of PEDCOR’s application for 4% Low-Income Housing Tax Credits
- The County’s consideration of PEDCOR’s application for a reservation of tax-exempt Private Activity Bonds to be issued by HACC.
- The County’s consideration of a PEDCOR application for HOME Funds and HACC Disposition funds.

**Financial Impacts**

The total amount of this Project is \$60,457,401. The financial impacts to HACC include:

- \$30,000,000 in Private Activity Bonds - this is an approximation and includes HACC’s costs for issuing the bond and a fee for acting as the issuer.
- \$ 1,100,000 in HACC Disposition Funds
- \$ 900,000 in Federal HOME Funds

The balance of the funding will come from these sources:

4% Low Income Housing Tax Credit	\$23,375,000
Deferred Developers Fee	\$4,813,432
Rental Income	\$2,767,828

This MOU has been reviewed and approved by Clackamas County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve the attached MOU and Terms Sheet. Additionally, staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution to Eliminate Unnecessary Fund and Adopt Supplemental Budget  
(Less Than Ten Percent and Budget Reduction) and Reorganize Public and Government Affairs  
Department for Performance Clackamas

Purpose/Outcome	Eliminate Cable Administration Fund and move balance to Cable programs in General Fund; move cable franchise fee revenue to Cable program in General Fund and re-budget Public and Government Affairs Department in Performance Clackamas Format
Dollar Amount and fiscal Impact	None
Funding Source	Transfer of fund balance from Cable Administration Fund to General Fund
Duration	June 30, 2017
Previous Board Action/Review	Review with the Board of County Commissioners at Issues on September 27, 2016
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Diane Padilla
Contract No.	503-742-5425

**BACKGROUND:**

The Governmental Accounting Standards Board (GASB) indicates that cable operations are properly accounted for within the General Fund. By doing so the County will eliminate unnecessary accounting and budgeting transactions to transfer franchise fee revenue back and forth between funds. Reducing the number of County funds also reduces audit costs.

Each year, the Public and Government Affairs Department, through its Cable Administration program, generates cable franchise fees which are currently being deposited in the Non-Departmental section of the General Fund. The General Fund then provides support for cable operations through interfund transfer. This transfer is about \$125,000 short of the amount needed to maintain video production services and owing to this shortfall several award-winning video programs and services have been eliminated. With the disincorporation of Damascus, the County should receive about \$214,000 in additional cable franchise fee revenue each year. Additionally, the General Fund provides \$875,000 in operating support to the Public and Government Affairs program.

To streamline both operations and accounting, the Finance Department proposes closing the Cable Administration Fund, moving its fund balance and operations into the General Fund, and moving cable franchise fee revenue to the Cable Administration program in the General Fund. This will eliminate the need for the interfund transfer and operating subsidy currently flowing to the Public and Government Affairs Department. Any remaining franchise fee revenue will remain in the General Fund as fund balance.

Oregon Local Budget Law provides for existing funds to be declared unnecessary and closed during the fiscal year by governing body resolution or ordinance with any remaining fund balance transferred to the General Fund (ORS 294.475)

Public and Government Affairs has finalized its Managing for Results structure and is ready to begin tracking transactions and performance in the new format. The Finance Department further proposes incorporating the new Performance Clackamas program structure in the General Fund, concurrent with the changes outlined above. This will adjust budget within existing programs and add one new program to the department.

**RECOMMENDATION:**

Staff recommends that the Board accept this proposal to move Cable operations to the General Fund, close the Cable Administration Fund, move cable franchise fee revenue to the Cable Administration program in the General Fund and incorporate PGA's Performance Clackamas structure in the current fiscal year.

Respectfully Submitted,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Elimination of Unnecessary Fund  
And Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
And Making Appropriations for Fiscal  
Year 2016-17

WHEREAS, during the fiscal year a fund may need to be declared unnecessary and abolished and any remaining fund balance transferred to the General Fund, and appropriations increased, decreased or transferred from one appropriation category to another;

WHEREAS; the funds being abolished or changed are:

- . General Fund
- . General Fund – Public and Government Affairs
- . Cable Administration Fund;

It further appearing that it is in the best interest of the County to abolish the unnecessary fund, transfer its fund balance to the General Fund and approve this supplemental budget of less than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under ORS 294.353, and 294.471 (3) the unnecessary fund be abolished and the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary

**Public Government and Affairs Reorganization  
Exhibit A  
September 29, 2016**

**GENERAL FUND**

Revenues:

Fund Balance	\$ 247,258	
Local Government and Other Agencies	325,000	
Charge for Services	250	
Miscellaneous Revenue	935	
Total Revenue	<u>\$ 573,443</u>	

Expenses:

Public and Government Affairs	\$ 1,302,612	
Total Expenditures	<u>\$ 1,302,612</u>	

Expenses:

Not Allocated to Organizational Unit		
Contingency	\$ (68,876)	
Interfund Transfer	(709,472)	
Total Expenditures	<u>\$ (778,348)</u>	\$ 49,179 reserve

Add Cable Administration Fund balance to General Fund and adjust Public and Government Relations Department and Nondepartmental budgets within General Fund.

**CABLE ADMINISTRATION FUND**

Revenues:

Fund Balance	\$ (247,258)	
Local Government and Other Agencies	\$ (325,000)	
Charge for Services	(250)	
Miscellaneous Revenue	(935)	
Interfund Transfer	(709,472)	
Total Revenue	<u>\$ (1,282,915)</u>	

Expenses:

General Government	\$ (1,233,736)	
Total Expenditures	<u>\$ (1,233,736)</u>	\$ (49,179) reserve

Close Cable Administration Fund and move balance to General Fund.



September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2016-2017

Purpose/Outcome	Budget change FY 2016-2017
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and amended October 6, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency to the Clerk and budgeting for the payment of the ballot acceptance machine not finalized in 2015-16 and County Counsel is budgeting for unanticipated temporary personnel costs, while Administrative Assistant is out on leave.

The Community Corrections Fund is adjusting its budget to add a new full-time Work Crew Specialist and increase a part-time Building Maintenance Assistant position to full-time.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager



In the Matter of Providing Authorization  
To Transfer Appropriations for  
Fiscal Year 2016-17

Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund
- . General Fund – County Counsel
- . General Fund - Clerk
- . Community Solutions Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**TRANSFER REQUEST**  
**Exhibit A**  
**September 29, 2016**

**GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ (170,000)
Total Expenditures	<u>\$ (170,000)</u>

**GENERAL FUND - COUNTY COUNSEL**

Expenses:	
County Counsel	\$ 9,000
Total Expenditures	<u>\$ 9,000</u>

**GENERAL FUND - CLERK**

Expenses:	
Clerk	\$ 161,000
Total Expenditures	<u>\$ 161,000</u>

The General Fund – Not Allocated to Organizational Unit is transferring from contingency to the Clerk and budgeting for the payment of the ballot acceptance machine not finalized in 2015-16 and County Counsel is budgeting for unanticipated temporary personnel costs, while Administrative Assistant is out on leave.

**COMMUNITY CORRECTIONS FUND**

Expenses:	
Public Protection	\$ -
Total Expenditures	<u>\$ -</u>

Community Corrections Fund is adjusting its budget to add a new full-time Work Crew Specialist and increase a part-time Building Maintenance Assistant position to full-time.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2016-2017
Dollar Amount and fiscal Impact	The effect has no increase in appropriations
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Road Fund and Community Solutions Fund are correcting a posting error for the Policy Level Proposal that was awarded to Community Solutions for workforce services to barriered groups that was posted in the Road Fund.

The effect of this Resolution is no increase in appropriations

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla - Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2016-17

Resolution No \_\_\_\_\_  
Page 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . Road Fund
- . Community Solutions Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**October 6, 2016**

**ROAD FUND**

Revenues:	
Interfund Transfer	\$ (231,000)
Total Revenue	<u>\$ (231,000)</u>
Expenses:	
Public Ways and Facilities	\$ (231,000)
Total Expenditures	<u>\$ (231,000)</u>

**COMMUNITY SOLUTIONS FUND**

Revenues:	
Interfund Transfer	\$ 231,000
Total Revenue	<u>\$ 231,000</u>
Expenses:	
Economic Development	\$ 231,000
Total Expenditures	<u>\$ 231,000</u>

The Road Fund and Community Solutions Fund are correcting a posting error for the Policy Level Proposal that was awarded to Community Solutions for workforce services to barriered groups that was posted in the Road Fund.



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the  
Clackamas County Sheriff's Office and Oregon Department of State Police  
Providing user access to OSP's Automated Biometric Identification System (ABIS)

<b>Purpose/Outcome</b>	This Intergovernmental Agreement defines the process, terms and conditions of access and use of the ABIS system, which is limited to the Western Identification Network (WIN) ABIS fingerprint and palm print image, data record and respective minutiae data reading, digitizing, matching, storing and retrieval services.
<b>Dollar Amount and Fiscal Impact</b>	The amount is \$877.50 monthly (\$10,530.00 yearly) as noted in Attachment 1: User Fee, for ABIS equipment and maintenance costs
<b>Funding Source</b>	CCSO Investigations budget
<b>Safety Impact</b>	The authorization of this agreement with the State of Oregon, Oregon State Police will allow the use of this invaluable tool to continue to assist in identification and prosecution of suspects of crimes in Clackamas County.
<b>Duration</b>	July 1, 2016 – June 30, 2018
<b>Previous Board Action/Review</b>	None
<b>Contact Person</b>	Lt. Scott Anderson, Clackamas County Sheriff's Office – Investigations Division
<b>Contract No.</b>	OSP#: IGA-404-2016

## BACKGROUND:

The Automated Biometric Identification System (ABIS) is a critical component of the Sheriff's Office Investigation Division. The system allows our criminalists to enter fingerprint impression evidence into a computerized system which can quickly identify criminal subjects through the Oregon State Police Western Identification Network. Fingerprint impressions are frequently found at the scenes of both major and less serious crime scenes to include murder, burglary, and auto theft investigations. Over the course of the last four (4) years of the ABIS system use by the Sheriff's Office hundreds of suspects have been quickly identified though fingerprint evidence found at crime scenes and entered into the ABIS system.

One of the most notable cases which ABIS proved invaluable to community safety involved a subject who had kidnapped and seriously assaulted a female employee at a business on S.E. McLoughlin Blvd. In January of 2014 a subject entered the business and assaulted the young female employee. She was tied and bound by her hands and then loaded into his van. The victim in this case heroically opened the van door while the van was moving, rolled out onto S.E. Oatfield Rd., still tied and bound, and escaped. In doing so she rolled out with several items from the interior of the van to include several pornographic magazines. On one of these magazines a partial fingerprint was lifted off the paper, entered into the ABIS system, and within a very short period the suspect was identified as Kelly Swoboda. The suspect in this case was later shot and killed by Portland Police while stalking children at a school.

*"Working Together to Make a Difference"*

**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement for overtime services.

Respectfully submitted,

Craig Roberts, Sheriff

## INTERGOVERNMENTAL AGREEMENT

between  
the Clackamas County, Oregon, an Oregon county, for the benefit of its Sheriff's Office  
("User")  
and  
The State of Oregon, by and through its Department of State Police ("OSP")  
for the purpose of  
providing User access to OSP's Automated Biometric Identification System ("ABIS")  
processing, and defining the terms and conditions of such access

### 1. RECITALS

- 1.1 WHEREAS, Western Identification Network, Inc ("WIN") is a non-profit corporation created by the member states to provide services related to the reading, digitizing, matching, storing, and retrieval of fingerprint and palm print images, data records, and respective minutiae data ("AFIS" services); and
- 1.2 WHEREAS, WIN services are provided through a multi-state funded system comprised of a host system located in Rancho Cordova, California, with remote input stations and local site workstations in member states as authorized by the WIN Board of Directors; and
- 1.3 WHEREAS, in addition to fingerprint and palm print services, WIN intends to broaden its services to include the reading, digitizing, matching, storing, and retrieval of other biometric data, including but not limited to retinal and facial minutiae data; and
- 1.4 WHEREAS, all of WIN's services will now be called the Automated Biometric Identification System; and
- 1.5 WHEREAS, OSP is required under ORS 181A.140 to install and maintain systems for filing and retrieving fingerprint data and supplemental information submitted by criminal justice agencies for the identification of criminal offenders as the Superintendent of State Police deems necessary; and
- 1.6 WHEREAS, OSP contracts with WIN for access to WIN ABIS for itself and for Oregon law enforcement agencies who meet WIN standards and agree to terms and conditions of access such as those set forth in this Agreement; and
- 1.7 WHEREAS, WIN has determined that all local law enforcement agency access should be authorized through a direct contract with the principal state law enforcement agency which, in Oregon, is OSP. OSP is authorized by WIN to subcontract WIN ABIS access through agreements such as this Agreement; and
- 1.8 WHEREAS, User and OSP have entered into intergovernmental agreements in the past whereby OSP would provide fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services to User; and



- 1.9 WHEREAS, OSP and User's current Agreement for fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services expires on June 30, 2018; and
- 1.10 WHEREAS, OSP desires to continue providing fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services to User, as well as such other ABIS services that WIN is capable of providing in the future; and
- 1.11 WHEREAS, User desires to continue receiving fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services; and
- 1.12 WHEREAS, OSP and User further acknowledge that in the event that OSP's participation in WIN terminates, for whatever reason, prior to the expiration date of this Agreement, OSP and User understand and agree that OSP and User will negotiate a new Agreement, prior to any OSP termination in WIN, so that User will continue to receive ABIS services from OSP.

Now THEREFORE, in consideration of the mutual promises, terms and conditions contained in the Agreement the parties agree as follows:

## **2. SCOPE OF AGREEMENT**

- 2.1 OSP and User understand and agree that this Agreement is limited only to WIN ABIS fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services.
- 2.2 OSP and User understand and agree that in the future, as WIN becomes capable, WIN ABIS will include other types of biometric data reading, digitizing, matching, storing, and retrieval services, including but not limited to, facial recognition and retinal scanning. OSP and User further understand and agree that should User desire remote access to WIN ABIS services other than the reading, digitizing, matching, storing, and retrieval of fingerprint and palm print image, data record, and respective minutiae data, that OSP and User will amend this Agreement to reflect the additional WIN ABIS services provided, as well as any costs associated thereto.

## **3. OSP OBLIGATIONS**

- 3.1 OSP will provide User, through its participation in WIN ABIS, remote access to fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services.
- 3.2 In the event that User requires additional equipment for WIN ABIS services, OSP agrees to assist User in acquiring such equipment for additional costs as specified through contract between WIN and WIN's ABIS Vendor.
- 3.3 OSP agrees to coordinate the installation of remote site ABIS equipment, telecommunication lines, modems, and other transmission equipment necessary to connect User sites, via OSP's central site, to the WIN Central Site in Rancho Cordova, California. User remote site ABIS equipment and maintenance shall be

provided in accordance with contractual agreement between WIN and WIN's ABIS Vendor (hereinafter referred to as "Vendor").

- 3.4 OSP agrees to provide appropriate facsimile or other electronic transmission service, as requested, to ensure all Oregon WIN member participants have the ability to exchange fingerprint images interactively. Cost of facsimile or other electronic transmission service will be mutually agreed upon between OSP and User.
- 3.5 OSP agrees to coordinate training for User, and between User and WIN to ensure effective system use.
- 3.6 OSP agrees to provide management support and liaison between WIN, User, and Vendor for future upgrades and system enhancements.
- 3.7 OSP agrees to provide User input, through OSP, to WIN in development and management of mechanisms to ensure effective operation of the WIN ABIS. This will be carried out by recommendations to the WIN Policies and Procedures Committee, which committee makes recommendations to the WIN Board of Directors.
- 3.8 OSP agrees to provide optimum service levels as agreed upon between OSP and WIN, through WIN's monitoring of overall WIN ABIS system usage and throughput thresholds.
- 3.9 OSP agrees to continue research and development with WIN of identification services linked directly or indirectly to ABIS, which will improve services to User.

#### **4. USER OBLIGATIONS**

- 4.1 User agrees to operate WIN ABIS equipment and to otherwise conduct its activities in strict compliance with the WIN-OPS Policy and Procedure Manual. In the event of apparently conflicting requirements, User will seek and comply with instruction from OSP.
- 4.2 User agrees to assign an ABIS contact person to serve as ABIS liaison in WIN ABIS related issues. The ABIS contact person should, at a minimum, maintain a position of authority within the User agency that directs the daily operation of ABIS and related ABIS issues. The contact person shall be responsible for administering WIN ABIS issues with the designated OSP WIN ABIS Coordinator. The User also agrees to notify the OSP WIN ABIS Coordinator immediately, in writing, of any changes in this position.
- 4.3 The User understands and agrees that access to the central site databases will be provided within limitations established by the WIN Board of Directors.
- 4.4 User shall take necessary measures to make the WIN ABIS equipment secure and to prevent any unauthorized use in strict compliance with the WIN-OPS Policy and Procedure Manual. OSP reserves the right to object to ABIS equipment location, security, qualifications, and number of personnel who will be operating the WIN ABIS equipment and to suspend or withhold service until such matters are corrected to be within reasonable compliance with the WIN-OPS Policy and

Procedure. All persons operating or managing WIN ABIS equipment, including related network connectivity to the state's ABIS database, must pass a CJIS (Criminal Justice Information System) Security check conducted by the Oregon State Police. The CJIS Security Clearance process includes a fingerprint-based state and national criminal history record check, in accordance with OSP and FBI CJIS Security policies. OSP further reserves the right to conduct scheduled inspections with User personnel concerning the proper use and security of the WIN ABIS equipment.

- 4.5 Should User desire to relocate WIN ABIS equipment, User shall provide OSP with at least 60 days written notice in order to effect changes to communication circuits. User understands and agrees that WIN further requires the site to be inspected by OSP prior to the move for compliance with all site requirements. All costs of relocating the communication lines and equipment will be borne by the User.
- 4.6 User understands that all fingerprint and palm print minutiae data entered into the central data base shall become a permanent part of the WIN database unless purged under criteria established in the WIN-OPS Policy and Procedure Manual, or as ordered by a court holding jurisdiction, even though this Agreement may be terminated.

## **5. RESOLUTION OF INFORMATION TECHNOLOGY ISSUES**

- 5.1 OSP and User understand and agree that on occasion there are instances where technical problems arise at the state or local level for which OSP and/or the remote agency must take full responsibility to resolve. While all parties, including WIN and the ABIS vendor, may assist in problem solving efforts resolution cannot be achieved without complete cooperation and acknowledgement by the state or remote agency that the problem may exist at the state or local level only. OSP and User agree to involve the appropriate agency IT resources to investigate and ultimately resolve connectivity or communications issues that affect the remotes ability to use ABIS services.

## **6. FEES AND PAYMENTS**

- 6.1 Determination of User Fee. User agrees to pay the amount listed in Attachment 1 of this Agreement as a User Fee to OSP for remote access to WIN ABIS fingerprint and palm print services.
  - 6.1.1 OSP and User understand and agree that the User Fee listed in Attachment 1 of this Agreement is based on current and existing WIN and WIN vendor maintenance costs. OSP and User further understand and agree that the User Fee listed in Attachment 1 may decrease upon WIN completing its competitive solicitation and procurement with third party vendors for the continuation and expansion of its WIN ABIS system.
  - 6.1.2 In the event that the User Fee listed in Attachment 1 of this Agreement decreases, OSP shall promptly notify User of the amount and effective date of the decrease. OSP and User shall execute, as soon as practicable, a

written amendment of this Agreement that reflect the decrease of User's User Fee.

- 6.1.3 OSP and User understand and agree the OSP may increase the User Fee listed in Attachment 1 of this Agreement if User adds additional equipment or desires additional WIN ABIS services. In the event that User adds additional equipment or desires additional WIN ABIS services, OSP and User shall execute, as soon as practicable, a written amendment of this Agreement that reflects any increase of User's User Fee.
- 6.2 User agrees to pay all ABIS communications costs between the User and the OSP ABIS Transaction Controller located in Salem, Oregon.
- 6.3 Payment of User Fee or ABIS-related User costs, as shown in Attachment 1, are due within 30 days from the beginning date of the billing period appearing on the invoice.
- 6.4 Any prepayment of User Fee or ABIS-related User costs will be treated as prepaid revenues and will be held by OSP without interest accrual for User.
- 6.5 In the event that User fails to provide payment to OSP in accordance with agreed Service Levels and defined User Fee or ABIS-related User costs, notwithstanding non-appropriations, resulting in account delinquency of 45 days from the beginning billing period date appearing on the invoice, OSP may commence delinquency notification.
  - 6.5.1 Delinquency Notification 1. Upon delinquency of 45 days, OSP shall provide written notification to User for prompt resolution of the delinquent account. Copies of all correspondence pertaining to the delinquent account will be provided to the WIN Executive Committee.
  - 6.5.2 Delinquency Notification 2. Upon delinquency of 60 days, with no resolution, OSP will issue written notification for prompt resolution of delinquent account status to the User agency director. Copies of all related correspondence will be provided to the WIN Executive Committee and WIN CEO.
  - 6.5.3 Delinquency Notification 3. Upon delinquency of 90 days, with no resolution, a meeting will be arranged between OSP management, User agency director, other User representatives responsible for fiscal policy and management, and WIN representatives as deemed appropriate. The purpose of such meeting shall be to determine feasibility of continued ABIS services under this Agreement.
- 6.6 User shall not receive services under this Agreement by any other agency or department of the State of Oregon. OSP certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the OSP's current biennial appropriation or limitation. User understands and agrees that OSP's delivery of services under this Agreement is contingent on OSP receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OSP, in the exercise of its reasonable administrative discretion, to continue to provide services under this Agreement.

- 6.7 In the event that User terminates this Agreement, or is unable or unwilling to make current or future payments under this Agreement for any reason whatsoever, User shall be responsible to OSP for all User Fee amounts past due under this Agreement, and shall be responsible to OSP for any on-going or continuing ABIS-related User costs (aka equipment maintenance costs) until such time as either a new Agreement is negotiated between the parties or the WIN ABIS equipment is physically removed from User's premises.

## **7. OSP CONTACT PERSON**

- 7.1 For information concerning this Agreement, contact Major Tom Worthy, Oregon State Police, 3565 Trelstad Ave. SE, Salem, OR 97317, (503) 934-0266, FAX (503) 378-8282, e-mail [tom.worthy@state.or.us](mailto:tom.worthy@state.or.us)
- 7.2 For information concerning ABIS Coordination, contact Patricia Whitfield, Oregon State Police, 3565 Trelstad Ave. SE, Salem, OR 97317, (503) 934-2305, FAX (503) 378-2121, e-mail [Patricia.Whitfield@state.or.us](mailto:Patricia.Whitfield@state.or.us) .

## **8. USER CONTACT PERSON**

- 8.1 For information concerning User's participation in this Agreement, contact Lieutenant Scott Anderson, Clackamas County Sheriff's Office, 223 S. Kaen Road, Oregon City, OR 97045, (503) 785-5080, FAX (503) 557-2889, e-mail [scottand@co.clackamas.or.us](mailto:scottand@co.clackamas.or.us) .
- 8.2 For information concerning User's ABIS Liaison, .

## **9. NOTICE**

- 9.1 Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the individual specified in 7.1 or 8.1 for that person's respective agency, or deposited for first class delivery, postage fully prepaid, addressed to such person at the address set forth above in 7.1 or 8.1. Either party may, by written notice, change the person or address for purposes of this section. Upon such notice, the person and address so specified shall become, for all purposes, the address for future notice to such party.

## **10. AMENDMENTS**

- 10.1 OSP and User may amend this Agreement at any time only by written amendment executed by duly authorized representatives of each party.

## **11. ASSIGNMENT**

- 11.1 User shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without prior written approval of OSP.

## **12. CONTRIBUTION**

- 12.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER

DEFINED IN ORS 30.260 - 30.300 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

- 12.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH OSP IS JOINTLY LIABLE WITH THE USER (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), OSP SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE USER IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF OSP ON THE ONE HAND AND OF THE USER ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF OSP ON THE ONE HAND AND OF THE USER ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. OSP'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.
- 12.3. WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE USER IS JOINTLY LIABLE WITH OSP (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE USER SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY OSP IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE USER ON THE ONE HAND AND OF OSP ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS

WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE USER ON THE ONE HAND AND OSP ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE USER'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

### **13. COMPLIANCE WITH LAWS**

13.1 User shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, User expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. OSP's performance under the Agreement is conditioned upon User's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Where applicable, User shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

### **14. GOVERNING LAW**

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OSP (and/or any other agency or department of the State of Oregon) and User that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **USER, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

## **15. EFFECTIVE DATE; TERMINATION**

- 15.1 This Agreement is effective as of July 1, 2016 and shall expire on June 30, 2018. This Agreement may be terminated prior to June 30, 2018 by either party upon 30 days written notice of such termination to the other party.
- 15.2 The provisions of sections 4.6, 6.7, and 12 are permanent with respect to acts, circumstances and conditions arising during the effective term of this Agreement and thereby governed by such sections. Sections 4.6, 6.7, and 12 shall, to the extent described in this section, survive the termination or expiration of this Agreement.
- 15.3 The maximum, not-to-exceed compensation payable to OSP by User under this Agreement, which includes any allowable expenses, is \$21,100.00. User will not pay OSP, and OSP will not provide ABIS services, for any amount in excess of the not-to-exceed compensation of this Agreement, except as agreed to in writing by amendment to this Agreement.

## **16. COMPLETE AGREEMENT**

- 16.1 This Agreement represents the complete understanding of the parties with respect to all matters relating to the subject matter hereof. No evidence of modification, amendment, prior agreement, representation, declaration, clarification or negotiation shall be considered unless the same is in the form of an amendment pursuant to section 10.1 hereof.
- 16.2 As of the effective date of this Agreement, any and all prior agreements between the parties related to fingerprint and palm print image, data record, and respective minutiae data reading, digitizing, matching, storing, and retrieval services are terminated.

## **17. SURVIVAL.**

- 17.1 All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 15.2.

## **18. COUNTERPARTS.**

- 18.1 This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.



**19. SIGNATURES.**

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their Respective names by their duly authorized representatives as of the dates set forth below.

STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF STATE POLICE

CLACKAMAS COUNTY, OREGON FOR THE BENEFIT OF ITS SHERIFF'S OFFICE

By: \_\_\_\_\_  
Major Worthy

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Senior Assistant Attorney General

By: \_\_\_\_\_  
Assistant County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District #1 and Surface Water Management Agency of Clackamas County to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This Amendment will increase the not to exceed amount from \$50,000 to \$67,000.
<b>Dollar Amount and Fiscal Impact</b>	This IGA provides approximately \$65,000 in annual revenue to support the Community Service program.
<b>Funding Source</b>	Clackamas County Service District #1 and Surface Water Management Agency of Clackamas County.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective July 1, 2015 and terminates June 30, 2016, with the option to renew one (1) additional one (1) year term.
<b>Previous Board Action/Review</b>	Annual renewal.
<b>Contact Person</b>	Capt. Jenna Morrison, Director - Community Corrections – 503-655-8866

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the Clackamas County Service District #1 and Surface Water Management Agency of Clackamas County. This amendment to increase the not to exceed amount will only affect Fiscal Year 2015-2016 at this time.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Amendment #1 to the Intergovernmental Agreement to provide work service crews to Clackamas County Service District #1 and Surface Water Management of Clackamas County.

Respectfully submitted,

Captain Jenna Morrison, Director  
Community Corrections

**AMENDMENT #1  
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY COMMUNITY  
CORRECTIONS AND CLACKAMAS COUNTY SERVICE DISTRICT #1 AND SURFACE WATER MANAGEMENT  
AGENCY OF CLACKAMAS COUNTY FOR THE PROVISION OF SUPERVISED WORK CREWS**

WHEREAS, Clackamas County ("County") and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (collectively the "Districts") entered into those certain contract documents for the provision of services dated August 20<sup>th</sup>, 2015, as may be amended ("Contract");

WHEREAS, the County and Districts desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the Districts and County hereby agree that the Contract is amended as follows:

**AMEND:**

**Section III Compensation**

Increase the annual not to exceed amount by \$17,000. The new not to exceed amount is \$67,000.

ORIGINAL AGREEMENT	\$50,000.00
AMENDMENT #1	17,000.00
TOTAL AGREEMENT PER YEAR	\$67,000.00

This Amendment #1, when signed by the authorized parties below, will become part of the agreement documents, superseding the original to the applicable extent indicated.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016

**Clackamas County:**

**Clackamas County Service District No. 1:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

**Surface Water Management Agency of  
Clackamas County:**

Approved as to form:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Approving an Extension of the Cable Television Franchise with  
Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc.,  
and Comcast of Illinois/Ohio/Oregon, LLC.

<b>Purpose/Outcome</b>	Extend current cable television franchises to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective September 30, 2016 through March 31, 2017
<b>Previous Board Action/Review</b>	The franchise was approved by the BCC in February 2010, and extended in March 2015, October 2015 and March 2016 for 6 month periods per extension.
<b>Strategic Plan Alignment</b>	Building trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908

**BACKGROUND:**

Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC. (Comcast collectively) Cable Franchise Permit Agreements will expire on September 30, 2016, but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Comcast is currently serving over 20,000 subscribers in unincorporated areas of Clackamas County and the County is currently negotiating a renewal of the cable franchises with Comcast.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Comcast's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Board Order for the extension of the franchise permit agreements to assure that the terms of the current franchise agreements continue to be met through March 31, 2017.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

In the matter of approving an  
Extension of the cable television  
Franchise with Comcast of  
Oregon II, Inc., Comcast of Tualatin  
Valley, Inc., and Comcast of  
Illinois/Ohio/Oregon, LLC

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on September 29, 2016 to consider approving an extension of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, Comcast of Tualatin Valley, Inc., an Oregon corporation, and Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company (collectively, the "Franchisees").

**WHEREAS**, Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC hold cable franchises with Clackamas County, each of which will expire on September 30, 2016 but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

**WHEREAS**, County staff and representatives of the Franchisees began meeting in the fall of 2014 to negotiate open issues regarding the renewal of the applicable franchises; and

**WHEREAS**, the amount of time required to conclude negotiations and allow for public review of new franchise agreements will extend beyond the current expiration date; and

**WHEREAS**, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the franchises granted to Comcast II of Oregon, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC shall be extended until and including March 31, 2017, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Comcast nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of franchises is explicitly conditioned upon written acceptance thereof by each of the Franchisees.

**DATED** this \_\_\_\_\_ day of September, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



Gregory L. Geist  
Director

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between Clackamas County  
Community Corrections and Clackamas County Service District No. 1  
for the Provision of Supervised Work Crews

<b>Purpose/Outcomes</b>	This Amendment #1 increases the not to exceed amount of the Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 for the provision of supervised work crews to allow for additional work requested by Clackamas County Service District No. 1 to be provided by Community Corrections.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 will pay up to \$67,000 annually for services during FY 2016-17.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating Funds. No General Funds impacted.
<b>Duration</b>	The Agreement term is August 13, 2015 to June 30, 2017.
<b>Previous Board Action/Review</b>	Original IGA approved 082015 V. 1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This Amendment supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. This Amendment supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Manager, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Community Corrections ("Community Corrections") provides supervised offender work crews for stormwater facility and general maintenance for properties under the control of Clackamas County Service District No. 1 ("District"). Crews consist of a minimum of four offenders for generally six hours per day to perform vegetation removal and trash cleanup. Community Corrections provides a Corrections Officer to supervise each crew. This arrangement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program to offset the costs of a staff supervisor, tools, and transportation to and from the site.

The term of the original Agreement was August 13, 2015 to June 30, 2016, with the option to renew for two (2) additional one (1) year terms. The Agreement was subsequently renewed for one year, through June 30, 2017.

The District requires more work on its facilities than originally anticipated under the Agreement. In order to allow for the provision of these services, Amendment #1 provides for an increase to the annual amount of \$17,000 through the end of fiscal year 2016/2017.

This Amendment #1 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve Amendment #1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 for the Provision of Supervised Work Crews.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

**AMENDMENT #1  
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY COMMUNITY  
CORRECTIONS AND CLACKAMAS COUNTY SERVICE DISTRICT #1 AND SURFACE WATER MANAGEMENT  
AGENCY OF CLACKAMAS COUNTY FOR THE PROVISION OF SUPERVISED WORK CREWS**

WHEREAS, Clackamas County ("County") and Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County (collectively the "Districts") entered into those certain contract documents for the provision of services dated August 20<sup>th</sup>, 2015, as may be amended;

WHEREAS, the County and Districts desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the Districts and County hereby agree that the Contract is amended as follows:

**AMEND:**

**Section III Compensation**

Increase the annual not to exceed amount by \$17,000. The new not to exceed amount is \$67,000.

ORIGINAL AGREEMENT	\$50,000.00
AMENDMENT #1	17,000.00
TOTAL AGREEMENT PER YEAR	\$67,000.00

This Amendment #1, when signed by the authorized parties below, will become part of the agreement documents, superseding the original to the applicable extent indicated.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016

**Clackamas County:**

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Recording Secretary

Approved as to form:

\_\_\_\_\_

County Counsel

**Clackamas County Service District No. 1:**

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

**Surface Water Management Agency of  
Clackamas County:**

\_\_\_\_\_

Chair

\_\_\_\_\_

Date





Gregory L. Geist  
Director

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between Clackamas County Community Corrections and the Surface Water Management Agency of Clackamas County for the Provision of Supervised Work Crews

<b>Purpose/Outcomes</b>	This Amendment #1 increases the not to exceed amount of the Agreement between Clackamas County Community Corrections and the Surface Water Management Agency of Clackamas County for the provision of supervised work crews to allow for additional work requested by the Surface Water Management Agency of Clackamas County to be provided by Community Corrections.
<b>Dollar Amount and Fiscal Impact</b>	The Surface Water Management Agency of Clackamas County will pay up to \$67,000 annually for services during FY 2016-17.
<b>Funding Source</b>	The Surface Water Management Agency of Clackamas County Operating Funds. No General Funds impacted.
<b>Duration</b>	The Agreement term is August 13, 2015 to June 30, 2017.
<b>Previous Board Action/Review</b>	Original IGA approved 082015 V. 1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This Amendment supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. This Amendment supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Manager, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Community Corrections (“Community Corrections”) provides supervised offender work crews for stormwater facility and general maintenance for properties under the control of the Surface Water Management Agency of Clackamas County (“District”). Crews consist of a minimum of four offenders for generally six hours per day to perform vegetation removal and trash cleanup. Community Corrections provides a Corrections Officer to supervise each crew. This arrangement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program to offset the costs of a staff supervisor, tools, and transportation to and from the site.

The term of the original Agreement was August 13, 2015 to June 30, 2016, with the option to renew for two (2) additional one (1) year terms. The Agreement was subsequently renewed for one year, through June 30, 2017.

The District requires more work on its facilities than originally anticipated under the Agreement. In order to allow for the provision of these services, Amendment #1 provides for an increase to the annual amount of \$17,000 through the end of fiscal year 2016/2017.

This Amendment #1 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Surface Water Management Agency of Clackamas County, approve Amendment #1 to the Intergovernmental Agreement between Clackamas County Community Corrections and the Surface Water Management Agency of Clackamas County for the Provision of Supervised Work Crews.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services



Gregory L. Geist  
Director

September 29, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between the  
Tri-City Service District and the City of Salem  
**for Disposal and Treatment of Wastewater Treatment Solids**

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement between the Tri-City Service District and the City of Salem for acceptance of waste activated sludge, digested sludge and/or primary sludge for disposal to create solids handling capabilities on a contingency basis.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	Tri-City Service District Operations Budget. No General Funds impacted.
<b>Duration</b>	Effective from approval date until terminated by either party or by mutual consent.
<b>Previous Board Action/Review</b>	Original IGA, 072816 V. 1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This IGA supports WES’s goal of maintaining a well-managed utility.</li> <li>2. Creating contingency plans and developing intergovernmental agreements supports the County’s goal of building public trust through good government.</li> </ol>
<b>Contact Person</b>	Chanin Bays, Resource Recovery Program Supervisor – Water Environment Services – 503-557-2820
<b>Contract No.</b>	N/A

**BACKGROUND:**

Water Environment Services (“WES”) manages the Tri-City Wastewater Treatment Facility (“TC”) on behalf of the Tri-City Service District (“District”). The District strives to maintain contingency options for solids handling because of on-going capacity related issues. The District therefore approached the City of Salem (“City”) to request an IGA which will allow WES to haul pre-digestion waste streams, as well as digested liquid

biosolids, from TC to the Willow Lake Water Pollution Control Facility (“Willow Lake”) for treatment and stabilization when capacity issues arise within WES managed facilities.

Subsequent to the July 28, 2016 Board of County Commissioners meeting where an earlier version of this IGA was approved, the City hired a new attorney. In light of ongoing negotiations between Clackamas County Service District #1 and the City for a similar contingency IGA, the City requested a minor change to the IGA to acknowledge and clarify the potential future impacts those negotiations may have on this IGA (see Section 1.B). No other substantive changes were made to the agreement terms.

The IGA with the City of Salem has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve the Intergovernmental Agreement for Disposal and Treatment of Wastewater Treatment Solids between the Tri-City Service District and the City of Salem.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

# **INTERGOVERNMENTAL AGREEMENT FOR DISPOSAL AND TREATMENT OF WASTEWATER TREATMENT SOLIDS**

This Intergovernmental Agreement (“Agreement”) is hereby entered into by the CITY OF SALEM (“Salem”), an Oregon municipal corporation, and TRI-CITY SERVICE DISTRICT (“TCSD”), a county service district (hereafter may be referenced individually as "party" or collectively as "parties").

## **Recitals:**

WHEREAS, Oregon Revised Statutes (“ORS”) 190.010 authorizes Salem and TCSD to enter into an intergovernmental agreement whereby Salem provides wastewater sludge disposal services for TCSD; and

WHEREAS, TCSD’s wastewater treatment plants need solids handling capabilities on a contingency basis; and

WHEREAS, TCSD desires another treatment plant to accept and process waste activated sludge, digested sludge, and primary sludge; and

WHEREAS, Salem has extra capacity at the Willow Lake Water Pollution Control Facility (“Willow Lake”) to accept TCSD’s solids and is willing to do so.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, Salem and TCSD agree as follows:

## **Section 1. Salem Shall:**

- A. Accept waste activated sludge, digested sludge and/or primary sludge with no objects larger than ¾ inch in diameter (hereafter "solids") for disposal at Willow Lake. Salem agrees to accept up to 36,000 gallons per day waste from TCSD. Salem may accept a higher volume of solids on a case-by-case basis.
- B. Salem is currently in negotiations to accept waste from Clackamas County Service District No. 1. Should Salem agree to accept this waste, TCSD and Salem agree that the aggregate amount of waste accepted from both service districts (TCSD and Clackamas County Service District No. 1) shall not exceed more than 36,000 gallons per day. Salem may accept a higher volume of solids on a case-by-case basis.
- C. Provide a location at Willow Lake for TCSD to offload/discharge their solids. Under normal operations, the provided location will be a scum pit designated by Salem. The parties recognize that from time to time modifications may be needed to the scum pit to receive the discharge or Salem may need to designate another location for offloading/discharging. If a modification is needed or a new discharge location is so designated, Salem agrees to provide TCSD with timely notification in accordance with paragraph 1D below.
- D. Prior to discharge of solids into Willow Lake, sample or designate a sample to be taken by a third party and analyze TCSD's solids for loading content on a daily basis. A composite metals test will be performed on a periodic basis.

- E. Notify TCSD of known modification(s) and repair (hereinafter “modification(s)) required at Willow Lake needed to receive TCSD’s solids, including, but not limited to, estimated costs of the modification(s) and time to construct.
  - a. For known minor modification(s) having zero cost to TCSD, such as a simple relocation of discharge, 24 hour notice by Salem is requested; however, simple directions to the TCSD delivery driver may suffice.
  - b. For known modification(s) that will need to be constructed and for which TCSD will need to pay per Section 2C below, 14 day prior notice shall be provided. Notification shall include, but not be limited to, estimated costs of modification and time to construct or shall provide a time when same can be provided. Notwithstanding the aforementioned notice schedule, the parties do not contemplate there will be many modifications, if any, but simply wish to provide a reasonable time schedule should any arise and a reasonable opportunity to solve any associated problems cooperatively.
- F. Bill TCSD on a monthly basis for all disposal costs of TCSD’s solids at Willow Lake and for all tests performed as a result of TCSD's solids. The bill shall be based on the following:
  - a. Solids delivered to Willow Lake will be charged a per gallon rate based off the attached City of Salem fee schedule. (Attachment A). Salem shall provide TCSD with a new fee schedule of any rate changes within 30 days of adoption.
- G. Salem shall give at least a 24 hour notice and timeframe to TCSD when there is an upset or event that will prohibit Salem from receiving solids from TCSD.

**Section 2. TCSD Shall:**

- A. Deliver and discharge its solids to the location designated by Salem, from time to time, and to off-load solids, up to 36,000 gallons per day. Schedule to be agreed upon by the parties.
- B. Pay to Salem all costs billed by Salem, as set forth in Section 1 (E), within 30 days of the date TCSD receives the bill.
- C. Pay for all modification(s) required at Willow Lake needed to receive TCSD's solids; provided, TCSD has received the notification of modification(s) set forth herein and agreed to pay for same.
- D. Provide Salem at least 24 hours advance notice for any schedule change.

**Section 3. General Provisions.**

- A. *Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement. Salem and TCSD are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

- B. *Compliance with Applicable Laws.* Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.
- C: *Force Majeure.* Neither party shall be held responsible for delay nor default caused by fire, riot, acts of God, war or any other cause beyond the reasonable control of either party, respectively; provided, however, that in no event shall force majeure affect any party's payment obligation hereunder. Each party shall, however, make all reasonable efforts to remove or eliminate any cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. The parties in the exercise of good faith shall agree upon adjustments to the schedule and compensation for any additional direct and indirect costs resulting from such delays under this Agreement.
- D. *Survival.* All rights and obligations of the parties shall cease upon termination or expiration of this Agreement, except for the rights and obligations of a party for payment, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Agreement.
- E. *Notice and Communication.* Any communications between the parties or notices to be given shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically confirmed facsimile transmission to the following:

Tri-City Service District

Greg Geist, Director of Water Environment Services  
150 Beavercreek Road, Oregon City OR 97045  
Phone 503-869-5087 Email GGeist@clackamas.us

City of Salem

Peter Fernandez, Director of Public Works  
555 Liberty Street SE, Room 325, Salem OR 97302  
Phone 503.588.6008 Fax 503.588.6387

Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine or emailed response acknowledging the receipt of communication or notice. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- F. *Independent Contracting Parties.* The parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither party hereto shall be deemed an agent, partner, joint venture, or related entity of the other by reason of this Agreement. Each party agrees that its employees and contractor(s) are not the employees of the other party and are not eligible for any benefits from the other party, including without limitation, federal social security, health benefits, and workers compensation, unemployment compensation and retirement benefits.

- G. *Successors and Assigns.* No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. Salem and TCSD each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement.
- H. *Severability.* The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- I. *Legal Review and Rules of Construction.* Each party has had the opportunity to have an attorney of their choosing review this Agreement and advise the Party of the benefits and consequences of signing this Agreement. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of contract construction and evidence shall apply.
- J. *Governing Law; Venue; Consent to Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Salem and TCSD that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County.
- K. *Merger Clause; Waiver.* This Agreement, including all attachments and law, rules and regulations incorporated herein or to which the Agreement is subject, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- L. *Indemnification.* TCSD shall defend, indemnify, and hold harmless Salem from all liability for personal injury or damage to life or property related to or arising out of TCSD's transport, delivery, or discharge of solids to Willow Lake, save and except for liability arising out of the negligence or intentional acts of Salem, its officers, employees, and/or agents.



- M. *Insurance.* Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability. Each party shall notify the other if a claim is made against the other pertaining to matters related to this Agreement.
  
- N. *Execution of Agreement.* This Agreement may be executed in two or more counterparts each signed by their respective parties, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.
  
- O. *Term and Termination.* The term of this Agreement shall start on the date of the last signature hereon. Salem or TCSD may terminate this Agreement by written mutual consent of the parties or upon either party providing not less than thirty (30) days written notice to the other party and specifying the termination date.

IN WITNESS WHEREOF, the parties have, by approval of their respective governing bodies, caused this Agreement to be executed:

CITY OF SALEM

TRI-CITY SERVICE DISTRICT  
Board of County Commissioners  
Governing Body

By: \_\_\_\_\_  
Steve Powers, City Manager

By: \_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Dan Atchison, City Attorney

\_\_\_\_\_  
County Counsel