



7/8/2021

Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

**Milwaukie Bay Park Project Design Services –
 Contract Amendment #4 with 2.ink Studio Landscape Architecture**

Purpose/Outcome	Execution of Amendment #4 to Contract #3105 between NCPRD and 2. Ink Studio, P.C. for Design Services for the Milwaukie Bay Park Project
Dollar Amount and Fiscal Impact	The contract fee for amendment #4 is \$643,536 for Design Services. The Total Project Cost is estimated at approximately \$9,600,000.
Funding Source	System Development Charges (Zone 1) will provide \$533,941; NCPRD General Funds will provide \$109,595.
Duration	The contract termination date is September 30, 2024, or whenever NCPRD deems the project is complete, whichever is later.
Previous Board Action/Review	<ul style="list-style-type: none"> • June 28, 2018 Business Meeting: Board approved professional services contract between NCPRD and 2.ink Studio for Milwaukie Bay Park Final Design Services. • 2019-2021 Board approvals: grant submittals, grant agreement, IGA with City of Milwaukie to transfer City funds to NCPRD for project, contract for Owner’s Representative Services, and authorization to obtain a Construction Manager/General Contractor. • 2017-2021 Board Updates (5)
Strategic Plan Alignment	<p>1. How does this item align with your department’s Strategic Business Plan goals?</p> <ul style="list-style-type: none"> • aligns with the NCPRD Asset Development Strategic result of completing 33% of NCPRD project phases in the annual Capital Improvement Plan • supports the purpose of the Asset Development program by providing planning and development services to NCPRD residents so they can experience additional parks and facilities that meet identified needs. • supports the purpose of NCPRD overall by providing access to parks, natural areas, trails, recreation services and facilities to district residents and visitors of all ages so they can enjoy living in vital and healthy communities.

	<p>2. How does this item align with the County’s Performance Clackamas goals?</p> <p><i>Honor, Utilize, Promote, and Invest in our Natural Resources.</i> The park development will increase tree canopy, increase natural areas on site, better utilize on-site stormwater to support plantings, and increase floodplain resilience. It will also be required to follow City of Milwaukie code as it supports the City’s climate action goals.</p> <p><i>Build a Strong Infrastructure.</i> The park, with a new Trolley Trail segment and supporting amenities, improves NCPRD’s recreation infrastructure with a District-wide recreational waterfront, provides an improved active transportation corridor, supports safe access to nearby public transportation infrastructure, and improves green infrastructure with stormwater management.</p> <p><i>Build Public Trust through Good Government.</i> The process for designing, constructing and funding the project has relied on a more inclusive engagement process as well as extensive partnership building. This has built support and leveraged local dollars by attracting other local, regional and state funding.</p> <p><i>Grow a Vibrant Economy.</i> By improving the park and the segment of the 6-mile regional Trolley Trail as recreational amenities, it provides local economic development potential, both in terms of business opportunities relevant to the site in nearby commercial/retail areas and through increased visitation in the area to attract more people to the surrounding retail and commercial areas that are located within Clackamas County.</p>
Counsel Review	<ol style="list-style-type: none"> 1. <i>Date of Counsel review: 6/29/21</i> 2. <i>Initials of County Counsel performing review: ARN</i>
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? Yes
Contact Person	Sarah Eckman, Interim BCS Director, 503-894-3135Heather Koch, NCPRD Acting Planning & Development Manager, x4358
Contract No.	#3105

BACKGROUND:

NCPRD partnered with the City of Milwaukie in 2018-19 to develop a final design to complete Milwaukie Bay Park as a District-wide recreational waterfront. The design transforms 3.6 acres of underutilized and predominantly undeveloped land into places to play, rest and gather. Key features include: an amphitheater, nature play area, interactive water feature, plaza with picnic

terrace, a permanent alignment for the regional Trolley Trail, pathways, natural areas, public art and restrooms. NCPRD engaged a broad and diverse range of over 1,300 community members in the District during the design phase, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. The City owns the park and NCPRD plans for, develops and manages the City's parks under a Cooperative IGA. The Cooperative IGA was created as part of the formation of the District in 1990, and last amended in 2020 to reflect the adoption of new bylaws for the District Advisory Committee (DAC).

In 2018, NCPRD selected 2.ink Studio through a competitive RFP process for design services for the Milwaukie Bay Park Project ("Project"). The Board approved the contract on 6/28/18. The contract work supports design services starting with schematic design (Phase 1) and continuing through project completion, including but not limited to preparation of construction documents, permitting services, and construction administration. The initial fee was for a sum not to exceed \$166,038 for Phase I. Amendments #1, #2, & #3 were approved to extend termination date only. To date, the total expended has been \$158,599.

The attached contract amendment #4 is to support Phase II. The total fee is not to exceed \$643,536. Services include: design development, land use submittal, preparation of construction documents, bid support, outreach materials, and construction administration. Construction administration will not commence until NCPRD ensures all requirements are met for construction to move forward. This includes: completing all documentation, obtaining approvals and permits, securing all funding, executing an Intergovernmental Agreement with the City of Milwaukie ("City"), and executing a Guaranteed Maximum Price ("GMP") amendment for a separate contract with the Construction Manager/General Contractor ("CM/GC"). The contract termination date is September 30, 2024, or whenever NCPRD deems the project is complete, whichever is later. This includes a one-year warranty period. With support from 2.ink Studio, NCPRD plans to conduct all design and preconstruction work in FY 21-22 and start construction in 2022.

As an NCPRD SDC-eligible project, \$533,941 in System Development Charges (Zone 1) and \$109,595 in NCPRD General Funds will be used for design services. No construction phase funds will be expended until the Project meets requirements to move into construction. NCPRD's new District Advisory Committee will discuss the project and funding this fall. The draft funding plan for the Total Project Cost currently shows a \$1,173,525 funding gap. NCPRD staff and partners are reaching out to other partners to identify potential funding sources.

Draft Funding Plan (updated June 2021)

Funding Source	Proposed	Agreements*	Status	Est. Date
City of Milwaukie	250,000	20-22 Budget, IGA	IGA signed	Dec 2020
NCPRD SDC Zone 1	2,541,875	Funds for construction	IGA in development; DAC SDC	Jan 2022
State grant (LGGP)	750,000	Grant Agreement	Executed by Board	Jun 2021
State grant (LWCF)	1,046,125	Grant Agreement	Agreement pending	Aug 2021
Metro-City Local Share	750,000	City-Metro IGA	2021 City engagement	Oct 2021
Metro-NCPRD Local Share	3,000,000	NCPRD-Metro IGA	2021 DAC/public process	Oct 2021
Milwaukie Parks Found.	40,000	Letter	Fundraising underway	Fall 2021
NCPRD Gen Fund	48,475	NCPRD Budgets	Annual budgeting	Jun 2021
Additional Funds	1,173,525	Grants/other	Outreach in process	21/22
TOTAL (hard & soft costs)	9,600,000	<i>*Other than City funds, approvals and execution of agreements are pending</i>		

PROCUREMENT PROCESS:

This Amendment #4 is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Phase I of the process has been completed and the project is going forward with Phase II which will consist of the Final Design Work and CMGC collaboration.

RECOMMENDATION:

Staff respectfully recommends that the Board, acting as the NCPRD Board of Directors, approve this Amendment #4 to Contract #3105 between NCPRD and 2.ink Studio for Design Services for the Milwaukie Bay Park Project.

Respectfully submitted,



Sarah Eckman, Interim Director
Business & Community Services

**AMENDMENT #4
TO THE CONTRACT DOCUMENTS WITH 2.INK STUDIO PC FOR RFQ 2017-108
MILWAUKIE BAY PARK FINAL DESIGN**

Contract #3105

This Amendment #4 is entered into between **2.Ink Studio, P.C.** (“Contractor”) and North Clackamas Parks and Recreation District (“District”) and shall become part of the Contract documents entered into between both parties on **June 28, 2018** (“Contract”).

The Purpose of this Amendment #4 is to make the following changes to the Contract:

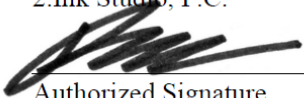
1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from August 31, 2021 to **September 30, 2024 or project completion, whichever is later.**
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Contractor shall perform additional Work for Phase II of the project, including Final Design work described in Exhibit A to the Contract, and further described in Exhibit E, attached hereto and incorporated by this reference herein.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
District shall pay Contractor an amount not to exceed \$643,536.00 for accomplishing the additional Work. Contractor’s budget for completion of the additional Work is attached hereto as Exhibit F and incorporated by this reference herein. The total Contract compensation shall not exceed \$809,574.00.

ORIGINAL CONTRACT	\$ 166,038.00
AMENDMENT #1	Time Only
AMENDMENT #2	Time Only
AMENDMENT #3	Time Only
<u>AMENDMENT #4</u>	<u>\$643,536.00</u>
TOTAL AMENDED CONTRACT	\$ 809,574.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

2.Ink Studio, P.C.

North Clackamas Parks and Recreation District



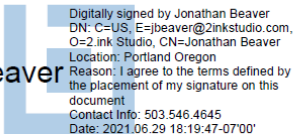
 Authorized Signature Date

 Chair


Jonathan Beaver, Principal

 Printed Name

 Recording Secretary

Jonathan Beaver 
Digitally signed by Jonathan Beaver
 DN: C=US, E=jbeaver@2inkstudio.com,
 O=2.ink Studio, CN=Jonathan Beaver
 Location: Portland Oregon
 Reason: I agree to the terms defined by
 the placement of my signature on this
 document
 Contact Info: 503.546.4645
 Date: 2021.06.29 18:19:47-0700'

 Date

Approved as to form


 County Counsel Date

06/30/2021

Milwaukie Bay Park Final Design Project
Exhibit E - Statement of Work
June 28, 2021
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Exhibit E

STATEMENT OF WORK

WORKPLAN (PHASE II)

This “Milwaukie Bay Park Final Design Project, Workplan” (the “Workplan”) is incorporated into Contract Services between 2.ink Studio and Clackamas County, for the work described herein.

I. Project Understanding

Based on 2.ink Studio’s (“Consulting Team”) final schematic design for the North Clackamas Parks and Recreation District (“NCPRD”) Milwaukie Bay Park, the Consulting Team understands the intent of the Milwaukie Bay Park Project (“Project”) as follows. Building upon the completed 2019 schematic design, work for the approximate 3.6-acre scope area will continue to focus on improvements that integrate park amenities and interpretive context, provide for safe, accessible and diverse recreational use, and emphasize the unique character of the park. Work for this contract will focus on a portion of the 6.8-acre site bound by the Willamette River to the west, SE McLoughlin Blvd. to the east, SE Harrison St. to the north and SE Washington St. to the south (“Project Site”), as shown in Figure One (final page of this Exhibit E).

The Consulting Team will provide design development, construction documentation, permitting, GMP set, and construction administration services for the project. In addition, the Consulting Team will provide cost estimating and coordination with a Construction Manager/General Contractor (“CM/GC”) administered through NCPRD. The project schedule anticipates work to begin July 2021 with project completion expected in summer of 2023.

Improvements may include, but are not limited to, community gathering space and pedestrian corridor, children’s play area (including traditional and nature play elements), interactive water feature, picnic area(s), grassy open space/amphitheater, native plantings, tree preservation, a restroom/storage building and trellis, stormwater management, elements to deter geese, design to support views, interpretive elements (up to 5), wayfinding signage, site furnishings that enhance a unique park character, and public art. Pedestrian/bike circulation, and pedestrian gateway features and improvements are included as well to integrate surrounding context where existing Trolley Trail and pedestrian access terminates at the site. The Consulting Team’s efforts will also include working with NCPRD’s selected artist to integrate public art within park improvements.

II. Project Assumptions

The Work Tasks, as set forth in Section III below, have been prepared under the following set of assumptions. These assumptions are based on conversations with NCPRD staff and research accomplished to date by the Consulting Team.

1. The Project Site is defined per Figure One (final page of this Exhibit E), and assumes that current primary vehicular patterns, right-of-ways, adjacent land use and ownership patterns will remain the same for the duration of work. Street work, if any, will be limited to minor modifications at existing curb ramps or curb area striping.
2. The Project Budget for the total hard construction costs (site work plus margins and adjustments) is \$7,200,000, excluding artwork. NCPRD acknowledges that the project scope may be modified to remain within the Project Budget, but that it is important to work closely with the Consulting Team to continue to meet the requirements of grant agreements for the Project.
3. NCPRD will provide adequate survey information covering the study area to the Consulting Team for the development of a detailed base plan. Survey information will include all property lines, surface improvements, topography, spot elevations on all key elements and grade breaks, site vegetation, underground utilities including invert elevations and all other information necessary to thoroughly document the site and adjacent street entries for construction. The Consulting Team will rely on the accuracy of the survey information when preparing designs and construction documents.
4. The Consulting Team assumes the Project Site does not contain contaminated soils requiring mitigation, nor wetlands.
5. Project assumes no Milwaukie Arts Committee process. The artist will be selected to work with the Consulting Team prior to the start of Construction Documents.
6. To support NCPRD decision-making, the Consulting Team is prepared to organize design documents to accommodate “additional alternate” scope elements to prioritize and align the Project with available funding sources. Prior to initiating design work, NCPRD, Consulting Team and CM/GC will work collaboratively to identify candidate scope elements and dates by when direction is needed consistent with design milestones.
7. NCPRD will pay for all permit applications, fees, and appeals directly.
8. Expenses include up to five full-size printed sets of drawings and specifications for CM/GC use.
9. Drawings and Specifications shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations including those applicable to use, occupancy and accessibility. The Consulting Team shall at its own cost promptly correct any Drawings and Specifications that contain errors, conflicts, or omissions that impair construction.
10. NCPRD has designated Shields Oblatz Johnsen to serve as Owner’s Representative. The Owner’s Representative will be NCPRD’s point of contact for communications with the Consulting Team and CM/GC for the duration of the Project.

11. NCPRD will be contracting with a third-party consultant to perform special inspections identified in construction documents prepared by the Consulting Team.
12. NCPRD has provided Consulting Team with a copy of the Clackamas County General Conditions incorporated with the CM/GC contract to be included in Contract Documents and Supplemented as appropriate.
13. Consulting Team does not have authority to provide direction to the CM/GC that impacts either the Guaranteed Maximum Price or CM/GC Contract Term without the prior written approval of NCPRD.
14. NCPRD will be responsible for coordinating communications and approvals with its own NCPRD Board of Directors, as well as external agencies such as the Oregon Department of Transportation and the State Historic Preservation Office. The Consulting Team will be responsible for communications and approvals related to land use and permitting with the City of Milwaukie.

III. Project Schedule

The following is the anticipated project schedule. NCPRD will work with the Consulting Team and CM/GC to determine if construction can start earlier.

- July 2021: Project Kickoff
- September 2021: 50% Design Development Complete
- December 2021: 100% Design Development Complete
- December 2021: Submit Land Use Application
- March 2022: 50% Construction Documents Complete
- April 2022: Potential for Early Grading Package.
- June 2022: 95% Construction Documents (GMP & Permit Set) Complete
- June 2022: Potential Early Grading
- August 2022: Start Park Construction
- June 2023: Substantial Completion
- July 2023: Final Completion
- July 2024: One-year Warranty Walk

IV. Work Tasks

Consulting Team agrees to perform the following tasks and activities and provide NCPRD with the deliverables referenced in this Section IV, “Work Tasks.”

Task One: Design Development

Upon authorization from the Owner’s Representative, the Consulting Team will proceed with design development drawings for the park.

Task One: Goals and Sub-Tasks

- Further develop or refine, based on information gathered in an initial Kick-Off Work Session, the preferred Design Development alternative, proposed products, furnishings, and equipment and continue developing detailed drawings.
- Provide a more refined package of proposed products, equipment, site furnishings, materials, and proposed color chips/samples for all items.
- Provide a detailed cost estimate and outline level technical specifications.

1.01 Design Development Kick-Off Work Session

Participate in half-day Work Session involving NCPRD, CM/GC and key members of Consulting Team to review updated design assumptions, CM/GC Schematic Design cost estimate and project schedule considerations to establish direction for design development work. Summarize design-related comments on the Schematic Design Plan and distribute to NCPRD and CM/GC.

1.02 Update Design Concepts for Restroom/Storage Building

Based on comments from NCPRD and determinations from the further assessment of Redwood tree root zone, confirm desired restroom building size and provide adjustments to the location based on adjacent features. Further develop façade study and relationship to adjacent trellis structure to ensure compatibility with NCPRD maintenance guidelines, aesthetic of park design, and Land Use requirements.

1.03 Conduct Geotechnical Investigation (site specific) & Prepare Final Report

Conduct supplemental geotechnical investigation at the locations of key project elements (e.g. interactive water feature, restroom/picnic overlook, stormwater swale, and event stage) to develop final geotechnical design recommendations and construction guidelines. Geotechnical work will include:

- Excavating up to four test pits with a backhoe to depths up to 10 feet below grade and conducting infiltration testing at a depth of approximately 5 feet below grade at one location.
- Maintaining a log of the soils encountered in the explorations and collecting soil samples for laboratory testing.
- Conducting a program of limited laboratory testing on select samples including moisture content, Atterberg limits, and grain size distribution determination.
- Performing limited engineering analysis to evaluate final foundation, retaining wall, and infiltration design parameters.
- Preparing a letter-report outlining the geotechnical findings and recommendations, including information related subsurface soil and groundwater conditions, earthwork guidelines, infiltration design parameters, retaining wall design, and foundation design parameters.

1.04 Geese Management Analysis & Report

Conduct an analysis of schematic design to determine what elements of design are most effective in deterring and managing geese and what additional standards, changes or additions are recommended to guide design changes, from placement and height of vegetation and structures to

other key components and details. Utilize research provided by NCPRD on local input and regional resources, following up if necessary with sources to clarify any additional standards, changes or additions needed. Summarize needs and changes in report.

1.05 Design Modifications to Plan (Design Development)

The Consulting Team's services shall include but not be limited to a comparison of the CM/GC's estimate of the Cost of the Work based upon the Schematic Design Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the Schematic Design concept for the purpose of aligning the Cost of the Work with NCPRD's Project Budget. Once aligned, the Consulting Team shall request NCPRD's approval to proceed with preparation of Design Development documents.

Provide more detailed drawings, including existing conditions plan (survey), demolition plan including any recommended tree removals and root zone conflicts, grading plan (slope directions and gradients to communicate concepts), preliminary drainage designs, storm water treatment areas, site layout plan (scoring, paving interfaces, primary dimensions only, such as sidewalk widths and overall sizes of features (not detailed layout geometry), materials plan, irrigation zone plan (describe and/or show approach for modifying existing system to accommodate new improvements), planting plan (locations, massing and species alternatives), lighting plan, water feature plans, architectural improvements, and preliminary site details including art concept and plans as developed by NCPRD-contracted artist. Include a more refined package of proposed products, equipment, site furnishings, materials, and proposed colors for all items.

1.06 50% Design Development Package

- Existing Conditions Plan (Survey)
- Civil Stormwater & Utility Plans, Utility Preliminary Details
- Demolition Plan
- Tree Inventory, Mitigation, and Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Preliminary Layout Plan (primary dimensions only)
- Planting Concept Plan and Plant List
- Irrigation Zone Plan
- Preliminary Custom Details
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Preliminary Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

1.07 Prepare 50% Design Development Specifications

Prepare outline level specifications to provide basis for cost estimating and coordination between consultants.

1.08 Prepare 50% Design Development Cost Estimate

Construction cost estimates will be prepared to confirm probable costs and to determine that the proposed improvements are within the Project Budget. Seek input from Consulting Team's cost estimating consultant during design process to align design with Project Budget prior to initiating cost estimate. Cost estimate exercises will include coordination and reconciliation with costing by the project CM/GC. Review the construction cost estimates with NCPRD staff to inform NCPRD's decision regarding inclusion of bid alternates.

1.09 Prepare Design Modifications Based on Budget

Compare the Consulting Team's cost estimating consultant estimate and the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Design Development Documents with the NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Documents for the purpose of aligning the Cost of the Work with the NCPRD's Project Budget. Once aligned, the Consulting Team shall request NCPRD's approval.

1.10 100% Design Development Package

- Existing Conditions Plan (Survey)
- Civil Stormwater & Utility Plans, Utility Preliminary Details
- Demolition Plan
- Tree Inventory, Mitigation, and Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Preliminary Layout Plan (primary dimensions only)
- Planting Concept Plan and Plant List
- Irrigation Zone Plan
- Preliminary Custom Details
- Plans and details to support Artist Work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Preliminary Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

1.11 Prepare 100% Design Development Specifications

Prepare outline level specifications to provide basis for cost estimating and coordination between consultants.

1.12 Land Use Submittal

The Consulting Team shall lead the preparation of application materials and coordination and communication with the jurisdictional authorities regarding all matters associated with the land use approval process.

1.13 Prepare Draft Storm Water Management Report

Prepare draft of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the City of Milwaukie storm water management requirements.

1.14 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task One: Deliverables

- Additional study of restroom building and shade structure to incorporate size as confirmed by NCPRD and determine final location per further investigation of site conditions; review of design and finishes with NCPRD staff to determine suitability for long-term maintenance and Land Use approval.
- Value engineered version of schematic design (if directed by NCPRD)
- Report on Geotechnical Investigation
- Geese Management Report
- Draft Storm Water Report
- 50% and 100% Design Development Packages
- Technical Specifications
- Package of proposed products for unique site amenities including playground equipment, site furnishings, and materials, including web links for each
- Detailed design development cost estimates by cost estimator (at 50% Design Development)
- Prepare SD and DD comments log and track responses
- Comments/corrections to OAC meeting summaries as appropriate
- Written meeting summaries for all meetings attended, except OAC meetings

Task One: Meetings

- One Kick-off Work Session (half day) with NCPRD, CM/GC, and key members of Consulting Team to review updated design assumptions, CM/GC Schematic Design cost estimate, and project schedule considerations to establish direction for design development work. Summarize design-related comments on the Schematic Design Plan and distribute to NCPRD and CM/GC.
- OAC meetings to occur every other week throughout preconstruction
- Internal Design Team meetings – 2.ink and sub-consultants
- Up to two (2) Artist meetings – NCPRD and 2.ink Studio
- Two (2) NCPRD Staff Review meetings
- Meetings as required with jurisdictions having authority over land use approval (anticipate

this to be City of Milwaukie Pre-application Conference and land use hearing at City Planning Commission). Meetings associated with a land use appeal would be considered additional services.

- Up to five (5) meetings with various City of Milwaukie staff and boards (planning, design City Council) and the NCPRD Board (and/or District Advisory Committee)
- One meeting with ODOT to review right of way, permitting and other priorities
- One meeting with architect to discuss design alternatives in detail

Task Two: Construction Documents

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of construction documents.

Task Two: Goals and Sub-Tasks

- Obtain input from NCPRD staff
- Refine project work to provide documentation leading toward a plan set that is consistent with applicable permit requirements and sufficiently detailed to support CM/GC preparation of a Guaranteed Maximum Price.
- Ensure all drawings and specifications contained in Construction Documents are complete and consistent to minimize added cost risk to NCPRD

2.01 Design Modifications Based on Budget

Compare the CM/GC's estimated Cost of the Work based upon the one hundred percent (100%) Design Development Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the one hundred percent (100%) Design Development Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

Include up to three bid alternates and technical specifications in compliance with NCPRD standards.

Compare the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Construction Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Construction Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

Provide all construction documents necessary to construct the project including construction drawings and technical specifications that are coordinated with Clackamas County General Conditions of the Contract and Division One specifications. NCPRD will provide to the Consulting Team NCPRD's standard requirements and materials. Technical specifications are required in CSI Masterformat. The final version of drawings is required to be produced in a CAD format in .dwg format. The information will be required to be separated into levels (layers) and identified by level (layer) name.

Perform all work necessary to meet the City of Milwaukie Stormwater Management requirements, with assumption that they will be based on new Water Environment Services standards, including soil infiltration testing, reports, forms, calculations, and drawings. Perform all work necessary to meet other codes and requirements and provide a final report of findings.

Seek regular input from CM/GC throughout Construction Documents task to align design with Project Budget, and as directed by NCPRD, adjust the design and/or materials to align the project's cost with the Project Budget, allowing for some alternates to be carried forward through construction documents and CM/GC bidding.

2.02 Prepare 50% Construction Documents (including, but not limited to)

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Layout Plan
- Irrigation Plan
- Planting Plan
- Details
- Plans and details to support artist work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

2.03 Prepare 50% Construction Document Specifications

Prepare specifications to provide basis for cost estimating, construction standards, and coordination between consultants. Work will include Cover Pages, Contact Pages, Table of Contents, and Technical Specification Sections. Assist NCPRD in coordinating and supplementing General Conditions and Supplemental Reports.

2.04 Prepare Design Modifications Based on Comments

Compare the CM/GC's estimated Cost of the Work based upon the fifty percent (50%) Construction Documents with NCPRD's Project Budget. The Consulting Team's services shall include revisions to the fifty percent (50%) Documents for the purpose of aligning the Cost of the Work with NCPRD's Project Budget.

2.05 Prepare 95% Construction Documents/GMP and Permit Sets (including, but not limited to)

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- Materials Plan
- Layout Plan
- Irrigation Plan
- Planting Plan
- Details
- Plans and details to support artist work
- Water Feature Plans and Details
- Site Structural
- Site Electrical
- Restroom/Shade Structure Plans and Details
 - Plumbing
 - Electrical/Low Voltage
 - Structural
 - Fixtures and finishes

2.06 Prepare 95% Construction Documents (Permit Set and GMP Package)

Prepare drawings and specifications to provide basis for pricing, construction standards, and coordination between consultants. Work will include Cover Pages, Contact Pages, Table of Contents, and Technical Specification Sections. Assist NCPRD in coordinating and supplementing General Conditions and Supplemental Reports.

Provide all information including, but not limited to, drawings, specifications, and reports necessary to obtain required site development/building permits.

Prior to permit submittal, if the Owner's Representative determines, at their sole discretion, that the Permit drawings require too many revisions or there are too many outstanding unresolved issues, the issues will be resolved to the satisfaction of the Owner's Representative by the Owner's Representative in coordination with the Consulting Team and the plan reviewers/stakeholders, and the Consulting Team shall make the revisions prior to producing permit sets for submittal.

If the Owner's Representative determines the NCPRD Permit review comments and any unresolved issues are minor enough that the Permit drawings and specifications are sufficient for permit submittal, any remaining NCPRD Permit review comment revisions may be made during the permitting period, prior to producing the 100% CD set.

2.07 Administrative/General Coordination/Meeting Minutes

Milwaukie Bay Park Final Design Project
 Exhibit E - Statement of Work
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Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task Two: Deliverables

- Written responses to NCPRD comment log from CD comments
- Stormwater Operations & Maintenance Form, Plan and Specifications, if required for permits
- DEQ 1200c documents, as required
- Certified Arborist Report, if required
- Written summaries of Consulting Team and regulatory agency meetings
- Comments/corrections to OAC meeting summaries as appropriate

50% CD Package

- 50% Construction Documents package
- Technical Specifications
- Revised package of proposed products, equipment, site furnishings, materials, and color chips/samples, including web links for each

95% CD Package (Permit Set and GMP Package)

- Value engineered version of 50% CD cost estimate (if directed by NCPRD)
- 95% Construction Documents package (Permit Set and GMP Package) with up to three bid alternates.
- Technical Specifications
- Revised package of proposed products, equipment, site furnishings, materials, and color chips/samples, including web links for each

Task Two: Meetings

- Up to eleven (11) OAC meetings to occur every other week throughout preconstruction
- Internal Design Team meetings – 2.ink and sub-consultants
- Up to two (2) Artist meetings – NCPRD and 2.ink Studio
- One (1) NCPRD Staff Review meeting
- Up to three (3) meetings with City of Milwaukie, City engineering staff, District Advisory Board (or others in place of these)

Task Three: Bidding

The Consulting Team will assist the CM/GC with any bidding questions.

Task Three: Goals and Sub-Tasks

- Provide additional information to the CM/GC to finalize bid and establish final GMP.

3.01 Issue Addenda

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Prepare any addenda based on requested changes during final bidding.

3.02 GMP Set Services/Questions/Substitutions

Prepare all addenda including review of material substitution requests and document clarifications. The Consulting Team will update drawings electronically with all addenda information, and provide the Construction Set of drawings and specifications with all addenda items incorporated.

Assist CM/GC during bidding period providing clarifications, addenda review, substitution requests, pre-bid conference attendance, and answering general questions.

3.03 100% CD (For Construction Set)

Prepare the 100% Construction Set containing all the drawing and specification revisions to date, as well as all permit revisions and bidding revisions. This document will serve as the set used in the field during construction.

3.04 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets

Task Three: Deliverables

- Bid Addenda as needed
- Substitution Requests review and response as needed.
- Construction Set, incorporating all bid addenda revisions, selected alternates and value engineering revisions, and any remaining permit revisions. Includes digital set plus up to five printed sets for use by project team.
- Written meeting summary for all meetings attended, except OAC meetings

Task Three: Meetings

- Up to two (2) OAC meetings
- Up to one (1) Internal Design Team meeting – 2.ink and sub-consultants

Task Four: Permitting

Upon authorization by the Owner's Representative, the Consulting Team will proceed with permit applications based on the permit set prepared in Task 2. The Consulting Team will manage the permit process with the City and coordinate signatures and payments with the Owner's Representative. The Consulting Team will be the applicant and prime point of contact, meaning all communications, check sheets, responses, negotiations, and appeals will flow through them.

Task Four: Goals and Sub-Tasks

- Participate in meetings, and make necessary revisions to obtain permits

4.01 Permit Applications and Forms

The Consulting Team shall take the lead role in preparing application materials and coordinating and communicating with the jurisdictional authorities regarding all matters associated with the permitting and approval process. The Consulting Team will be the applicant and prime point of contact, meaning all communications, check sheets, responses, negotiations, and appeals will flow through them.

4.02 Prepare Final Storm Water Management Report

Prepare final report of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the City of Milwaukie Storm water Management requirements.

4.03 Prepare DEQ 1200c Documents

Prepare DEQ 1200-CN permit application and Standard Erosion Control Template Drawings to City of Milwaukie. Drawings include BMP matrix, notes and details.

4.04 Revisions/Appeal to Permit Set

Provide all additional information, resubmittals, corrections and additions necessary to obtain required site development/building permits, including trips to City of Milwaukie to mark up or attach revisions to the permit review sets as necessary. The Owner's Representative will give direction on revisions.

4.05 Street Improvement Submittal (ODOT)

Provide Street Improvement Documents per ODOT standards for limited work within the right of way, including changes to street utilities, street planting zone trees and shrubs, modifications to existing striping, and modifications to existing curb cuts. Work includes required 30%, 60%, 90% and final submittals. Anticipated signal changes include removal and replacement of a single signal pole at the Monroe Street Plaza.

4.06 Administrative/General Coordination/Meeting Minutes

Coordinate communication with Owner's Representative on behalf of Consulting Team to refine project preconstruction schedule, monitor the design team deliverables and schedule, provide written summaries of all meetings attended exclusive of OAC meetings, and monitor Consulting Team invoices and budgets.

Task Four: Deliverables

- Permit application preparation and submittal
- Revisions to permit sets as necessary to obtain building permit
- Appeal applications as necessary to obtain permits (completed by Owner's Representative)
- Written meeting summary for all meetings attended, except OAC meetings

Task Four: Meetings

- OAC Meetings occurring every other week
- Internal Design Team meeting – 2.ink and sub-consultants

- Meeting to resolve building permit check sheet comments, if necessary

Task Five: Construction Administration Services

Upon authorization by the Owner's Representative, the Consulting Team will proceed with construction administration.

Task Five: Goals and Sub-Tasks

- Provide construction administration services to ensure successful interpretation of the construction documents
- Review operations and maintenance manuals
- Assist NCPRD in close-out procedures
- Attend preconstruction meeting, generally weekly project meetings and site visits during construction, site observation visits as necessary, site observation reports, fabrication plant, nursery and quarry visits as required in the project specifications, additional site visits as necessary for problem solving, samples and mockups
- Communication with the CM/GC through Owner's Representative
- Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out
- General Conditions: NCPRD and Consulting Team will jointly provide administration of the Contract between NCPRD and the CM/GC as set forth in Clackamas County General Conditions. The Consulting Team shall not advise nor have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- Certificate for Payment: The Consulting Team shall review and certify the amounts due the CM/GC and shall issue certificates in such amounts. The Consulting Team's certification for payment shall constitute a representation to NCPRD, based on the Consulting Team's evaluation of the Work and on the data comprising the CM/GC's Application for Payment, that, to the best of the Consulting Team's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

5.01 Submittals and Shop Drawings Review

Consulting Team shall review Submittal List and Schedule provided by and maintained by the CM/GC to ensure completeness and coordinate review. The Consulting Team shall review and approve or take other appropriate action upon the CM/GC's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CM/GC's responsibility. The Consulting Team's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consulting Team, of any construction means, methods, techniques, sequences or procedures. Incomplete submittals will be rejected.

If the Contract Documents specifically require the CM/GC to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Consulting Team shall specify the appropriate performance and design criteria that such services must satisfy. The Consulting Team shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CM/GC that bear such professional's seal and signature when submitted to the Consulting Team. The Consulting Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

5.02 Respond to Requests for Information

The Consulting Team shall review and respond to requests for information about the Contract Documents. The Consulting Team's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consulting Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Prior to finalizing response, Consulting Team shall review with CM/CG to confirm there is no impact to project schedule or budget.

5.03 Issue Architectural Supplemental Instructions (ASI)

Provide supplemental information to the CM/GC as required to clarify design intent, provide greater detail, or provide information that was otherwise unavailable.

5.04 Substitution Request Review and Response

Provide responses to CM/GC's requests for substitutions during construction.

5.05 Review OAC Meeting Minutes

Review weekly meeting minutes prepared by Owner's Representative and provide corrections as appropriate.

5.06 Evaluation of the Work (Field Reports)

The Consulting Team shall visit the site at intervals appropriate to the stage of construction to become generally familiar with and to keep NCPRD informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the NCPRD against defects and deficiencies in the Work, and (3) to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Consulting Team shall report to the NCPRD (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the CM/GC, and (2) defects and deficiencies observed in the Work. The Consulting Team shall provide field reports and documentation for each site visit.

5.07 Project Close Out Document Review

Review Operations and Maintenance Manuals prepared by CM/GC for completeness, providing all comments to NCPRD Project Manager.

5.08 Punch List, Substantial and Final Completion

The Consulting Team's inspection shall be conducted with NCPRD and Owner's Representative to confirm conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CM/GC of Work to be completed or corrected. The Consulting Team will prepare punch list and conduct up to two site visits to ensure items have been closed out.

The Consulting Team shall promptly: conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive and review completeness of written warranties, and related documents required by the Contract Documents from the CM/GC and forward to the Owner's Representative, for review and NCPRD records; and recommend issuance of a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

5.09 Record Drawings and Specifications (As-Builts)

Review CM/GC provided marked up as-builts and provide comments on their accuracy and completeness. Produce electronic record drawings that include all changes made to the project since the Conformance Set, including owner/design team revisions and the information from CM/GC's as-built mark ups.

5.10 One Year Warranty Visit

Upon request of NCPRD and/or the Owner's Representative, and prior to the expiration of one year from the date of Substantial Completion, the Consulting Team shall, without additional compensation, conduct a meeting with NCPRD and CM/GC to review the facility operations and performance.

Task Five: Deliverables

- Review and certification of Pay Applications
- Review and approval of submittals and shop drawings, including a prompt initial completeness review
- Requests for Information (RFI) responses
- Architect's Supplemental Instructions (ASIs) as necessary
- Substitution Request review and responses
- Substantial Completion punchlist, including items keyed to a key map and photos as appropriate to illustrate deficiencies
- Final Completion punchlist, including items keyed to a key map and photos as appropriate to illustrate deficiencies
- Final Electronic Record Drawings & Specifications (As-Builts)
- Written comments from review of Operations and Maintenance Manuals
- One Year Warranty Visit Report

Task Five: Meetings

- One (1) Pre-Construction Meeting

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- Weekly OAC Construction Meetings and Site Observations with NCPRD, Owner's Representative, CM/GC and Consulting Team members as appropriate. Site Observations will occur after or before each weekly meeting and include observation reports as necessary to document progress, deficiencies, and on-site discussions. Meeting notes provided by Owner's Representative.
- Four (4) Nursery/Fabricator/Quarry Visits
- Two (2) Substantial Completion walk-through and punch list
- Two (2) Final Completion walk-through
- One (1) One Year Warranty Visit

Task Six: Supplemental Outreach Materials

Upon authorization by the Owner's Representative, the Consulting Team will proceed with providing supplemental outreach materials on an hourly/not-to-exceed basis. The purpose of these materials is to support continued public outreach for the project centered around specific project areas as appropriate, such as the water feature, playground, or other site features.

Task Six: Goals and Sub-Tasks

- Provide colored and annotated plan graphics.
- Provide updates to 3D modelling and rendered views.
- Provide updates to previous renderings, plans, or diagrams.
- Provide narratives or precedent imagery of any design elements.

Task Seven: Early Earthwork Package

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of an early earthwork package at around the time of the 50% Construction Document Set to procure a grading permit to allow site grading operations to begin prior wet weather conditions on the site.

Task Seven: Goals and Sub-Tasks

- Obtain input from NCPRD staff
- Refine project work to provide documentation leading toward a plan set that is permissible and suitable for setting Guaranteed Maximum Price and proceeding with construction with CM/GC.

7.01 Prepare 100% Construction Documents for Rough Earthwork

Set will include, but not limited to:

- Existing Conditions Plan (Survey)
- Erosion Control Plan
- Civil Drainage, Storm & Utility Plans, Utility Details (confirm)
- Demolition Plan
- Tree Mitigation/Tree Preservation and Removal Plan
- Grading Plan
- General Site Plan (for reference only)

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7.02 Revisions/Appeal to Permit Set

Provide all additional information, resubmittals, corrections and additions necessary to obtain required grading permits, including trips to City of Milwaukie to mark up or attach revisions to the permit review sets as necessary.

7.03 Administrative/General Coordination

Including communication within Consulting Team and with Owner's Representative, refining project schedule, monitoring the design team deliverables and schedule, invoices and budgets, and facilitating communication between NCPRD and Consulting Team.

Task Seven: Deliverables

- Permit Documents package
- Revisions to Permit Documents as required by City.

Task Seven: Meetings

- Up to one (1) meeting with City of Milwaukie or City engineering staff

Task Eight: Interpretive Elements

Upon authorization by the Owner's Representative, the Consulting Team will proceed with preparation of interpretive elements for the project.

Task Eight: Goals and Sub-Tasks

- Conduct Historical Research for use in interpretive elements and/or public art.
- Develop graphic interpretive elements (up to 5)

8.01 Historical Research and Interpretive Concepts

Conduct further research into the City of Milwaukie's downtown, park, and area history. With guidance from NCPRD and Consulting Team, expand on the Historical Overview and Historical Themes prepared in Schematic Design Phase. Prepare a final report to discuss with project team. Write narratives for up to five (5) topic areas that may be developed into specific interpretive features integrated into the park's infrastructure. Research will include text, images, and timelines. Interpretive elements may be text and/or image based and will be integrated into park elements designed by the Consulting Team, stand-alone interpretive plaques, or artwork to be developed for installation at the park. Integrate information into appropriate previous Tasks as needed: Design Development Documents in conjunction with Task 1; Construction Documents in conjunction with Task 2; Bidding tasks in conjunction with Task 3; and Construction Administration in conjunction with Task 5.

Task Eight: Deliverables

- Historical Research Final Report and Interpretive Narratives
- Written text for five (5) themes
- 50% and 100% Design Development Documents

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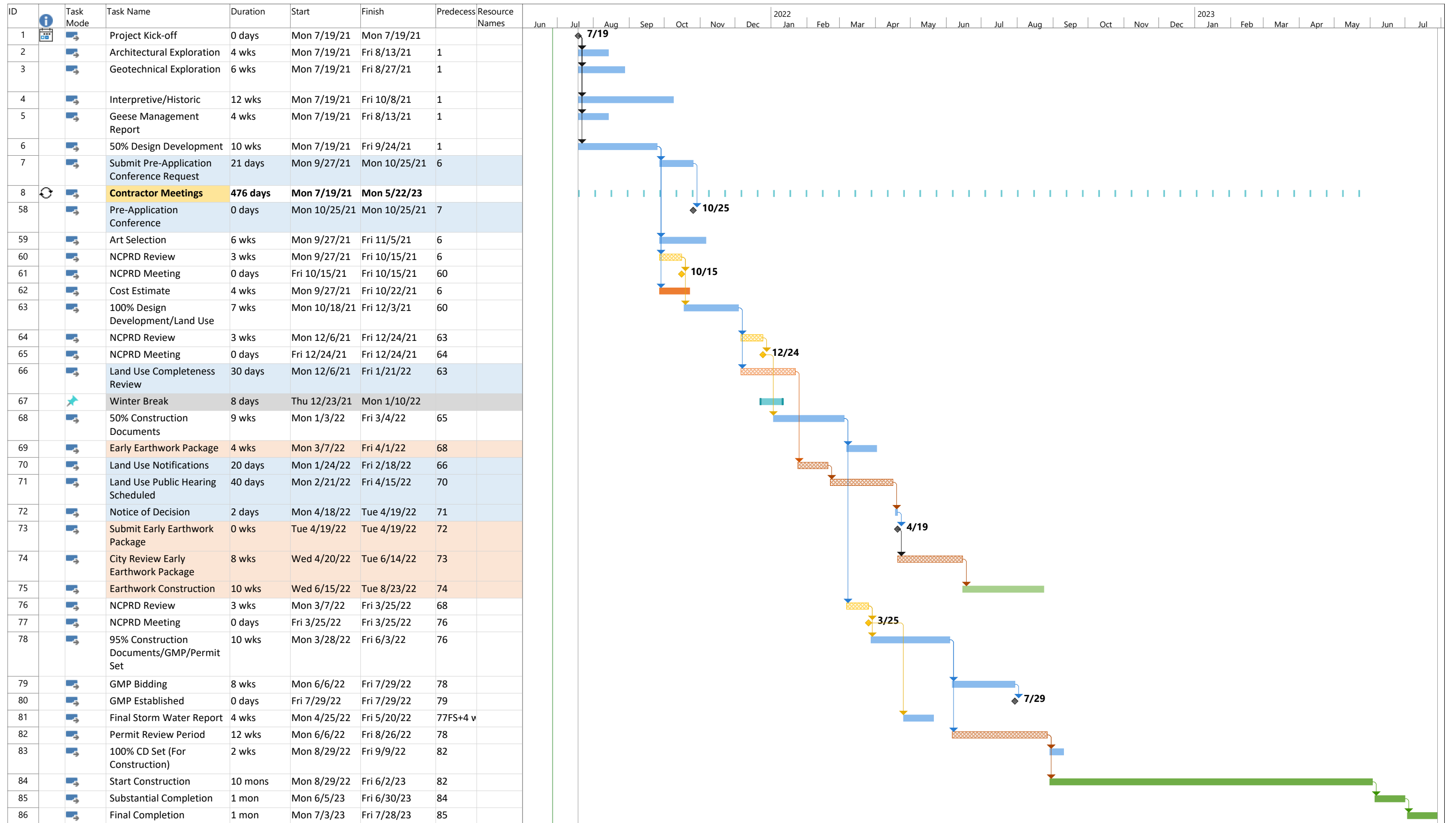
- 50% and 100% Construction Documents

Task Eight: Meetings

- Meetings in coordination with OAC meetings or others as integrated with Tasks 1-5.

Figure One - Project Site





Project: 2021_0623 Milwaukee B Date: Sun 6/27/21	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
	Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, Interim BCS Director

July 22, 2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Subrecipient Grant Agreement 22-015 between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This Subrecipient agreement provides federal, state, and local funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	This Subrecipient agreement provides a combination of Federal, State and local grant funds not to exceed \$424,192 for NCPRD Older Adult Services program for fiscal year 2021-2022.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging; Federal Transportation Administration funds secured through Ride Connection Inc., an Oregon nonprofit corporation; other funds secured through Tri-Met and Low Income Home Energy Assistance. All funding administered by Clackamas County's H3S-Social Services division.
Duration	July 1, 2021 – June 30, 2022
Previous Board Action/Review	June 16, 2021 Business Meeting: Resolution 2021-40 Adoption of 2021-2022 NCPRD budget
County Counsel Review	JM 7.1.21
Procurement Review	No Procurement review necessary. This item is a Subrecipient agreement.
Strategic Plan Alignment	This request for approval of a Subrecipient agreement between NCPRD and H3S ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government. Additionally, it provides needed funding for NCPRD Older Adult Services program to provide nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older, which aligns with the County goal of ensuring a safe, healthy, and secure community.

Contact Person	Sarah Eckman, <i>Interim Director Business and Community Services</i> 503-742-4303 Kandi Ho, <i>Acting NCPRD Director</i> , 503-794-8001 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	22-015

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) requests approval of a Subrecipient agreement with the County’s Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

RECOMMENDATION:

Staff respectfully recommend the Board approve Subrecipient Agreement 22-015 between NCPRD and H3S-Social Services division.

ATTACHMENTS:

1. Subrecipient Agreement 22-015 between NCPRD and H3S-Social Services division.

Respectfully submitted,



Sarah Eckman, Interim Director
Business and Community Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-015**

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **North Clackamas Parks & Recreation District** by and for its **Milwaukie Center** (“SUBRECIPIENT”), a political subdivision of Clackamas County.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Elizabeth Gomez	Program Representative: Marty Hanley
Administrative Services Mgr. 150 Beaver Creek Road, 4 th Floor Oregon City, OR 97045 503-657-0891 egomez@ncprd.com	Center Supervisor 5440 S.E. Kellogg Creek Dr. Milwaukie, OR 97222 503-794-8058 martyh@ncprd.com
FEIN:	DUNS: 791134534

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement (“Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$424,192**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$341,571** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$8,250** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** COUNTY's funding of **\$70,621** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; and **\$3,750** in for Low Income Home Energy

Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- 5. 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 both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 9. 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 Section 7.

- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - g. Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
 - h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT’s subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services (“DHS”) Oregon Criminal History and Abuse Records Database system (“ORCHARDS”) for SUBRECIPIENT’s subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT’s clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY’s right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** SUBRECIPIENT is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). COUNTY maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. COUNTY's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- i. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include the below as a additional insureds.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- ii. **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 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 onto the policy.
- iii. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- iv. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- v. Primary Coverage Clarification.** SUBRECIPIENT 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.
 - vi. Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - vii. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether 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.

- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY
Social Services Division

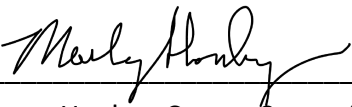
Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Approved as to Program Content:



Marty Hanley, Center Supervisor

Approved to Form:

By: _____
County Counsel

CLACKAMAS COUNTY
NCPRD – Milwaukie Center

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Brenda Durbin, Social Services Div. Director

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client 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:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.
- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.

- iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Milwaukie Center Transportation Consortium Goals:
 - (1) Continue coordination with H3S-SSD's Transportation Reaching People program.
 - (2) Increase replacement reserve fund with separate accounting
 - (3) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (4) Continue regular publicity/marketing efforts regarding transportation program
 - (5) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (6) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT form by an Aging and Disability Services case manager before reimbursement may be requested for them. NCPRD-MILWAUKIE must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
 - (2) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:

One person, one-way ride:	\$17.00 per ride
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 - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
 - (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
 - f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
 - g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
 - h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
 - i. **EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
 - j. **CAREGIVER RESPITE** – 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. 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.

- k. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by NCPRD-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to H3S-SSD prior to the November 30, 2015 deadline.

3. SERVICE OBJECTIVES

a. **Case Management**

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. **Reassurance**

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator ("CSC") assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.

- ii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - H3S-SSD Responsibilities

Objective: To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

d. Information and Assistance - NCPRD-MILWAUKIE Responsibilities

Objective 1: Have a system in place which enables NCPRD-MILWAUKIE to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. NCPRD-MILWAUKIE Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. NCPRD-MILWAUKIE makes referral and follows up with client within a 2 day work period.

- iii. NCPRD-MILWAUKIE annotates follow up taken and number of referrals needed on Referral Log.
- iv. NCPRD-MILWAUKIE Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

- i. NCPRD-MILWAUKIE schedules and makes presentations to local groups throughout the contract year.
- ii. NCPRD-MILWAUKIE keeps a record of information given to groups such as:
 - a) outline of presentation
 - b) copies of flyers, brochures, etc. distributed
 - c) names and number of people in group presented to

6. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
 - a) Recruiting drivers.
 - b) Submitting criminal checks
 - c) Ensuring all drivers meet Ride Connection training requirements
 - d) Scheduling road tests for all drivers.
 - e) Conducting periodic/seasonal driver safety training.
 - f) Providing a copy of written procedures for transportation services to each driver.
 - g) Scheduling vehicle maintenance.
 - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

7. Food Service

Objective 1: To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - b) The cycle for the cycle menu system must be at least nine weeks long.
 - c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - d) Menus should reflect the tastes and appetites of the current elderly population.
 - e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPRD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6 To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

j. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. NCPRD-MILWAUKIE plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. NCPRD-MILWAUKIE provides opportunities to promote personal growth and self-image.
- iii. NCPRD-MILWAUKIE provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. NCPRD-MILWAUKIE publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. NCPRD-MILWAUKIE ensures Center is identified by an easily visible sign at its entrance.
- iii. NCPRD-MILWAUKIE posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. NCPRD-MILWAUKIE mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. NCPRD-MILWAUKIE provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. NCPRD-MILWAUKIE sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. NCPRD-MILWAUKIE has system set up at site to collect full meal price from persons not eligible for services.
- iv. NCPRD-MILWAUKIE posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. NCPRD-MILWAUKIE may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meals.

9. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

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10. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

11. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

12. Low Income Home Energy Assistance Program (LIHEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

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Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:

- a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
- b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2010 Ford Aerotech; VIN: 1FDFE4FS4ADA78976
 - b. 2013 Ford Elkhart; VIN: 1FDFE4FS2DDA64191
 - c. 2014 Ford Goshen, VIN: 1FDDEE4FL4EDA05701
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these fund to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. 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. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT'S or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a.** 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b.** 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d.** SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i.** The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii.** Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 4

Subrecipient Standard Terms and Conditions

- 1. Governing Law, 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. SUBRECIPIENT represents and warrants as follows:

 - i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

- SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
 - b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
 - c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

- 7. Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 8. Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 9. Assignment of Agreement, Successors in Interest.**

 - a.** SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 10. No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 11. 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.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

Milwaukie Center
Fiscal Year 2021-22

Federal Award Number	OAA IIB Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IIC2 CARES Acct	OAA IIC2 Funds	OAA IID Funds	OAA IIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		MEDICAD Funds	LHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE		
												In Dist	STF							TriMet	STF Funds
CFDA Number	16AORT3SS	16AORT3CM	16AORT3HD	16AORT3PH	16AORT3FC	16AORT3PH	16AORT3PH	16AORT3FC	N/A	16AORT3FC	16AORT3FC	16AORT3FC	TriMet	STF Funds	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(4)	(5)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Case Management (Hrs)	27,088								3,013									728	30,111	\$37.24	
Reassurance (Contacts)	5,651								628									185	6,279	\$30.56	
Information & Assist.	11,829								1,315									648	13,144	\$16.25	
Public Outreach	1,000								111									20	1,111	\$50.00	
Transportation - OAA	7,799								867								1,500	10,166	\$5.00		
OAA HDM Assessment					7,448				0								200	7,448	\$37.24		
OAA/NSIP Foot Service		31,004	79,349		27,673				12,271	38,805							59,700	189,103	\$2.96		
OAA Meal Site Mngt.		20,319	52,002		18,136				8,042								57,312	155,810	\$1.52		
Site Purchased Meals-Restaurant					3,750				0								910	3,750	\$4.12		
CSBG HDM Service-Houseless									0								800	0	\$0.00		
Evidence Based Health & Wellness Programs							480		0								8.0	480	\$60.00		
Caregiver Respite Program								9,228	2,307								160	11,535	\$57.50		
Transportation - T19									0					654	1,471		125	2,125	\$17.00		
Transportation Ride Con									0								3,986	36,540	\$7.50		
STF Transport - Vanibus									0				32,554	35,942			1,943	35,942	\$18.50		
Ride Con - Vehicle Maint									944					8,250			N/A	9,194	N/A		
LHEAP Intakes									0								150	3,750	\$25.00		
TOTALS	\$53,377	\$51,323	\$131,351	\$57,007	\$490	\$9,228	\$38,805	\$0	\$32,554	\$35,942	\$8,250	\$654	\$1,471	\$3,750	\$62,798	\$516,490					

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Source of OAA Match - Staff time
 Contract Amount: **\$424,192**
 Federal Award Total: **\$349,821**

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	728 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	648	1 response to inquiry and follow up	475
Public Outreach/Education	20	1 presentation	NA
Transportation (OAA)	1,560	1 one-way ride	200
Food Service (OAA)	59,700	1 meal delivered/served	175
Meal Site Management (OAA)	59,700	1 meal delivered/served	175
OAA HDM Assessments	200	1 Assessment Completed	150
Evidence-based Health & Wellness	8	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	125	1 one-way ride	10
Transportation (Ride Connection)	4,341	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

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EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, **NCPRD Milwaukie Center**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: **NCPRD – Milwaukie Center**

Signature: _____

Name: _____

Title: _____

EXHIBIT 8
CENTER RESPONSE FROM PREVIOUS SOLICITATION

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE CENTER
PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director
150 Beaver Creek Rd.
Oregon City, OR 97045

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

- B. Describe your organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)
Total hours per day: 8.5 hrs.
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, fourth Thursday in November
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, excluding Incorporated City of Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coord.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

F. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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