



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

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

Laura Zentner, BCS Director

February 13, 2020

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

Members of the Board:

Approval of Amendment No. 1 to the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	This amendment increases the contract value by \$12,064 bringing the maximum contract value of \$340,809.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division.
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	<ul style="list-style-type: none"> July 25, 2019 – Business Meeting: Approval of Interagency Agreement for FY 2019-2020
Strategic Plan Alignment	<ul style="list-style-type: none"> Build public trust through good government Ensure safe, healthy and secure communities
County Counsel Review	Reviewed and approved 1/29/2020.
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	9300, Amendment #1

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) requests approval of an amendment to the Interagency 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.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations.

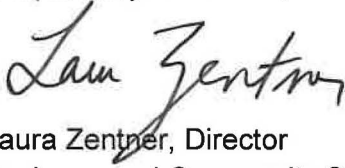
RECOMMENDATION:

Staff respectfully recommend the Board approve Amendment No. 1 to the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300 and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Interagency Agreement #9300 between NCPRD and H3S-Social Services division.
2. Amendment No. 1 to the Interagency Agreement between NCPRD and H3S-Social Services division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner". The signature is written in black ink and is positioned above the printed name and title.

Laura Zentner, Director
Business and Community Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9300 Subrecipient#: N/A Board Agenda #: 072519-A5
Division: Social Services Amendment Number: 1
Contractor: North Clackamas Parks and Recreation District - Milwaukie Center
("NCPRD-Milwaukie Center")
Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Interagency Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the nutrition services and physical fitness/fall prevention funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This results in a net increase to the contract budget of \$12,064.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

This Amendment #1, when signed by the NCPRD-Milwaukie Center ("CONTRACTOR") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain CONTRACTOR Agreement documents for the provision of services dated July 1, 2019 as may be amended ("Agreement");

WHEREAS, the CONTRACTOR and COUNTY desire to amend the Agreement and otherwise modify it as set forth herein;

NOW, THEREFORE, the CONTRACTOR and COUNTY hereby agree that the Agreement is amended as follows:

I. AMEND: III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$328,745:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967

Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

II. TO READ: III. COMPENSATION AND RECORDS

A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$340,809**

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$35,288
Older Americans Act III-C1	93.045	\$124,385
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,808
Special Program Allocation (State Fund)	N/A	\$0
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$573
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,177

II. AMEND: Exhibit 6 – Budget and Units of Services- Section B, Unit Cost Schedule.

TO READ: Exhibit 6 – Budget and Units of Services – Section B, Unit Cost Schedule..

Amend

Milwaukie Center

Fiscal Year 2019-20

Federal Award Number CFDA Number Service Category	OAA IIIB Funds		OAA IIIC1 Funds		OAA IIIC2 Funds		OAA IIID Funds		OAA IIIE Funds		Required Match		NSIP Funds		Other State Funds		Ride Connection			LIHEAP Funds		MEDICAID Funds		TriMet Funds		Program Income		NO. OF UNITS		TOTAL COST		REIMBURSEMENT RATE	
	16AAORT3SS	93,044	16AAORT3CM	93,045	16AAORT3HD	93,045	16AAORT3PH	93,043	16AAORT3FC	93,052	N/A	N/A	16AORNSIP	93,053	TriMet Funds	310 Funds	STF Funds	OR-65-012	20.513	N/A	N/A	N/A	N/A	N/A	N/A	15	16	17	18				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)															
Case Management (His)	27,098										3,013																761.7 hrs	30,111	\$37.24				
Reassurance (Contacts)	5,651										628																185	6,279	\$30.56				
Information & Assist.	11,829										1,315																648	13,144	\$18.25				
Public Outreach	1,000										111																20	1,111	\$50.00				
Transportation - OAA	7,799										867																1,560	10,166	\$5.00				
OAA/NSIP Food Service			18,415	54,950							2,048		34,493														54,750	162,465	\$2.93				
OAA Meal Site Mngt.			18,553	55,360							2,063																54,750	75,976	\$1.35				
OPI/HDM Service																											0	0	\$0.00				
Evidence Based Health & Wellness Programs							715				0					715											19 classes	1,430	\$75.00				
Caregiver Respite Program									9,228	2,307																	160	11,535	\$57.50				
Transportation - T19											0									538	1,142						120	1,680	\$14.00				
Transportation Ride Con											0																4,560	38,186	\$7.50				
STF Transport. Van/Bus											0																1,943	35,059	\$18.04				
Ride Con - Vehicle Maint											944																N/A	9,194	N/A				
LIHEAP Intakes																											150	3,750	\$25.00				
TOTALS	\$53,377	\$36,967	\$110,311	\$715	\$9,228	\$13,297	\$34,493	\$715	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$568,046	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$568,046	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$568,046				

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

Milwaukie Center
 Fiscal Year 2019-20

To Read

Federal Award Number	CFDA Number	Service Category	OAA IIB		OAA IIC1		OAA IIC2		OAA IID		OAA IIE		Required Match	NSIP		Other State Funds	Ride Connection			MEDICAD		LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE	
			Funds	(1)	Funds	(2)	Funds	(3)	Funds	(4)	Funds	(5)		Funds	(6)		Funds	(7)	In Dist	TriMet	STF						Funds
			16AORT3SS	93,044	16AORT3CM	93,045	16AORT3HD	93,045	16AORT3PH	93,043	16AORT3FC	93,052	N/A	16AORNISP	93,053												
				(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)			(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)			
Case Management (Hrs)			27,098									3,013												761.7 hrs	\$37.24		
Reassurance (Contacts)			5,651									628												185	\$30.56		
Information & Assist.			11,829									1,315												648	\$18.25		
Public Outreach			1,000									111												20	\$50.00		
Transportation - OAA			7,799									867											1,500	10,166	\$5.00		
OAA/NSIP Food Service					16,972	59,825						1,867	34,808										53,040	166,532	\$2.98		
OAA Meal Site Mngt.					18,315	64,560						2,037												55,250	84,912	\$1.50	
OPI/HDM Service																								0	0	\$0.00	
Evidence Based Health & Wellness Programs										715														9.5 classes	715	\$75.00	
Caregiver Respite Program									9,228			2,307												160	11,535	\$67.50	
Transportation - T19												0												125	1,750	\$14.00	
Transportation Ride Con												0											3,986	38,186	\$7.50		
STF Transport, Vanibus												0												1,943	35,059	\$18.04	
Ride Con - Vehicle Maint												944												N/A	9,194	N/A	
LIHEAP Intakes																									150	3,750	\$25.00
TOTALS			\$63,377	\$35,288	\$124,365	\$715	\$9,228	\$13,111	\$34,808	\$0	\$34,200	\$5,059	\$6,250	\$573	\$1,177	\$3,750	\$8,526	\$412,446									

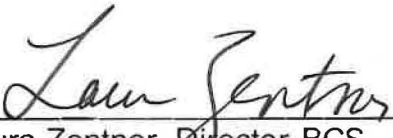

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Source of OAA Match - Staff time

Contract Amount: \$340,809

Federal Award Total: \$266,050

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

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

North Clackamas Parks and Recreation District By:  _____ Laura Zentner, Director, BCS 2/4/2020 _____ Date Approved as to Content:  _____ Marty Hanley, Human Services Supervisor 1-30-2020 _____ Date	CLACKAMAS COUNTY Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader Signing on Behalf of the Board: _____ Jim Bernard, Chair _____ Date
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INTERGOVERNMENTAL AGREEMENT #9300

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2019-2020

TABLE OF CONTENTS

<u>Topics</u>	<u>Page Numbers</u>
I Purpose	1
II Scope of Work and Cooperation	1
III Compensation and Records	1 - 3
IV Liaison Responsibilities	3
V Special Requirements	3 - 6
VI Amendments	7
VII Terms of Agreement	7 - 8
VIII Signatures	8
Exhibit 1 Purpose, Service Descriptions and Service Objectives	9 - 19
Exhibit 2 – Transportation Provider Standards	20 – 21
Exhibit 3 - Required Federal Terms and Conditions	22 – 28
Exhibit 4 – Standard Terms and Conditions	29 – 32
Exhibit 5 – Reporting Requirements	33 – 34
Exhibit 6 – Budget and Units of Services	35– 37
Exhibit 7 – AGENCY Information	38 – 44

INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

II. SCOPE OF WORK AND COOPERATION

- A. NCPRD-MILWAUKIE agrees to accomplish the work under this contract for State and Federally funded services as outlined in Exhibit 1 - Purpose, Service Descriptions and Service Objectives.
- B. NCPRD-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using NCPRD-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. H3S-SSD agrees to:
1. Provide technical assistance in service provision, budget and reporting.
 2. Provide structured opportunities to NCPRD-MILWAUKIE staff to network with similar program providers.
 3. Provide training opportunities to NCPRD-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$328,745**:

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STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

B. Method of Payment. To receive payment the NCPRD-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B and III-C and 34.34% for Title III-E. Provider match is provided as in-kind by providing services beyond the contracted units. Any in-kind services provided under one Title in excess of the required units needed as match may be used for match of other titles. Example: Excess Case Management hours may be used to match Title III-C
3. NCPRD-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit required 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, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPRD-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed...

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPRD-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPRD-MILWAUKIE were in excess of the amount to which the NCPRD-MILWAUKIE was entitled, then the NCPRD-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPRD-MILWAUKIE.

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPRD-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPRD-MILWAUKIE 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.
3. 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, NCPRD-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPRD-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPRD-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPRD-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of the NCPRD-MILWAUKIE; volunteers of the NCPRD-MILWAUKIE; employees and volunteers of NCPRD-MILWAUKIE's subcontractors and direct care providers of clients for which NCPRD-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPRD-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPRD-MILWAUKIE's subject individuals as requested.

5. Mandatory Reporting of Elder Abuse. SUBREPIENT 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 the NCPRD-MILWAUKIE's clients to whom the NCPRD-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPRD-MILWAUKIE 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.

7. Confidentiality of Client Information.
 - i. All information as to personal facts and circumstances obtained by the NCPRD-MILWAUKIE 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, H3S-SSD and NCPRD-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
- B. AGENCY Standard Terms and Conditions. The NCPRD-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
- C. Indemnity.
 1. Non-Medical rides for Medicaid clients funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE or its officers, employees, Subcontractors, or agents.
 2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPRD-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPRD-MILWAUKIE, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, 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 NCPRD-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPRD-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
 1. Commercial General Liability

- i. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

3. Additional Insurance Provisions

- i. 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.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - a) 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;
 - b) give Ride Connection and Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage; and
 - c) 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.
- iii. Required for Special Transportation Funding – the insurance shall:
 - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
 - b) give Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage.

E. Workers’ Compensation

- 1. NCPRD-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. NCPRD-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPRD-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPRD-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

- 1. NCPRD-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
 - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - iii. When communicating with individuals make available:
 - a) Written materials in alternate format,
 - b) Qualified interpreters or auxiliary aids and services to refer individuals,
 - c) And access via text telephone (TTY);

- iv. When a location for a service, program or activity is not physically accessible NCPRD-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPRD-MILWAUKIE or with a sub-contractor;
- v. Display notices in NCPRD-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- vi. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPRD-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2020**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPRD-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPRD-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPRD-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPRD-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

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.

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

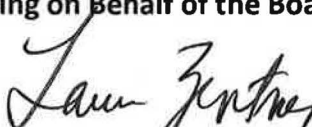

<p>GOVERNMENTAL UNIT <u>North Clackamas Parks and Recreation</u> <u>District</u> Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <p></p> <hr/> <p>Laura Zentner, Director Business & Community Services</p> <p></p> <hr/> <p>Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <hr/> <p>Richard Swift, Director Health, Housing, & Human Services Dept.</p> <hr/> <p>Date</p>
<p>Approved as to Content:</p> <hr/> <p>Marty Hanley, Center Supervisor</p> <hr/> <p>Date</p>	<p>Approved as to Content:</p> <hr/> <p>Brenda Durbin, Social Services Div. Director</p> <hr/> <p>Date</p>

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. 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, health promotion and legal consultation 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.

B. DESCRIPTION OF SERVICES

- 1. 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:
 - a) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - b) Utilize an approved County-wide standardized assessment/intake form.
 - c) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - d) May be billed upon submission of assessment/intake form.
 - i. Service Implementation & Monitoring:
 - a) Provide early identification of current or potential problem areas.
 - b) Assess the need for changes/improvements in service.
 - c) Identify any gaps/unmet needs.
 - d) Review intervention results to determine if what was done achieved the desired result.
 - e) Determine if services should be discontinued.
 - f) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- 2. 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
- 3. 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.
- 4. 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.
- 5. 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:
 - a) Continue coordination with H3S-SSD's Transportation Reaching People program.
 - b) Increase replacement reserve fund with separate accounting
 - c) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - d) Continue regular publicity/marketing efforts regarding transportation program
 - e) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - f) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - a) 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.
 - b) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:

<u>One person, one-way ride:</u>	<u>\$14.00 per ride</u>
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 - c) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- d) 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:
- a) 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.
 - b) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - c) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - d) 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.
- 6. 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."
- 7. 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.
- 8. 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.
- 9. 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.

10. 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.

C. SERVICE OBJECTIVES

1. 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.

2. 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.

3. 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.

4. 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 NCPD-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.

8. 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:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) 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.
 - a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
 - a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) 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:
 - a) full cost of the meal, and
 - b) a notice describing the donation and payment policies.
- v. NCPRD-MILWAUKIE may post suggested donation information if it is clear that:
 - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - b) no means test is used in the collection of contributions or provision of the meal.

9. 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.

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

B. Drivers

1. NCPRD-MILWAUKIE shall inform drivers of their job duties and responsibilities and provide training related to their job duties. NCPRD-MILWAUKIE shall also:
 - i. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - ii. Ensure that drivers are capable of safely operating vehicles;
 - iii. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - iv. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
 - v. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - vi. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. NCPRD-MILWAUKIE's selection of its drivers shall include:
 - i. 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
 - ii. 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 NCPRD-MILWAUKIE and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed at risk of harm from the driver.

C. Vehicles

1. NCPRD-MILWAUKIE shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - i. 2010 Ford Startrans Senator; VIN: 1FDFE45SX9DA92863
 - ii. 2015 Ford Areotech; VIN: 1FDFE4FS0EDA04525
 - iii. 2015 Ford Elkhart, VIN: 1FDFE4FS0FDA15851
 - iv. 2017 MB Starcraft Allstar, VIN: 1FDFE4FS0HDC07466
2. NCPRD-MILWAUKIE shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by NCPRD-MILWAUKIE into the Ride Connection vehicle maintenance database at the time service is completed. If NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE, 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.** NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then NCPRD-MILWAUKIE 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 EPA 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 EPA. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE certifies, to the best of NCPRD-MILWAUKIE's knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of NCPRD-MILWAUKIE, 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.
 - ii. 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, NCPRD-MILWAUKIE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIEs and subcontractors shall certify and disclose accordingly.
 - iv. 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.
 - v. No part of any federal funds paid to NCPRD-MILWAUKIE 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.
 - vi. No part of any federal funds paid to NCPRD-MILWAUKIE 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.

- vii. 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.
- viii. No part of any federal funds paid to NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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"), NCPRD-MILWAUKIE must comply. NCPRD-MILWAUKIE shall determine if NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE shall comply and cause all subcontractors to comply with the following:

- i. 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, NCPRD-MILWAUKIE 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.
- ii. Data Transactions Systems. If NCPRD-MILWAUKIE intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, NCPRD-MILWAUKIE shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- iii. Consultation and Testing. If NCPRD-MILWAUKIE reasonably believes that NCPRD-MILWAUKIE's or COUNTY's data transactions system or other application of HIPAA

privacy or security compliance policy may result in a violation of HIPAA requirements, NCPRD-MILWAUKIE shall promptly consult COUNTY Program Manager. NCPRD-MILWAUKIE or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.

- iv. Business Associate Requirements. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE's workplace or while providing services to DHS clients. NCPRD-MILWAUKIE's notice shall specify the actions that will be taken by NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE, or any of NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE or NCPRD-MILWAUKIE's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs NCPRD-MILWAUKIE or

NCPRD-MILWAUKIE'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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE shall acknowledge NCPRD-MILWAUKIE'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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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
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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE represents and warrants as follows:

 - i. Organization and Authority. NCPRD-MILWAUKIE is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE of this Agreement (a) have been duly authorized by all necessary action by NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE is a party or by which NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by NCPRD-MILWAUKIE and constitutes a legal, valid and binding obligation of NCPRD-MILWAUKIE, 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. NCPRD-MILWAUKIE has the skill and knowledge possessed by well-informed members of its industry, trade or profession and NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE's industry, trade or profession;
 - v. NCPRD-MILWAUKIE shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. NCPRD-MILWAUKIE 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. "NCPRD-MILWAUKIE Intellectual Property" means any intellectual property owned by NCPRD-MILWAUKIE and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or NCPRD-MILWAUKIE.
- 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 NCPRD-MILWAUKIE or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the NCPRD-MILWAUKIE owns, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE to use, copy, distribute, display, build upon and improve the intellectual property.
- d. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD-MILWAUKIE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document NCPRD-MILWAUKIE's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that NCPRD-MILWAUKIE'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.

Exhibit 5 Reporting Requirements

A. INVOICES

NCPRD-MILWAUKIE shall submit invoices in a format designated or approved by H3S-SSD. Invoices are due by the 10th of the subsequent month. H3S-SSD shall make payment to NCPRD-MILWAUKIE within 21 days of receipt of each invoice submitted.

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

NCPRD-MILWAUKIE shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE 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, H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes to H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the NCPRD-MILWAUKIE.

NCPRD-MILWAUKIE shall return to H3S-SSD all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

1. The NCPRD-MILWAUKIE shall submit nutrition reports monthly. These reports shall have:
 - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. the amount of participant donations by Congregate and HDM .
2. NCPRD-MILWAUKIE may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. NCPRD-MILWAUKIE may not bill for meal site management for these meals.
3. NCPRD-MILWAUKIE shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.
4. NCPRD-MILWAUKIE shall submit monthly Transportation Report Forms A, B, and C

5. NCPRD-MILWAUKIE shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.
6. NCPRD-MILWAUKIE will submit monthly unduplicated client figures for current reporting period, and year to date.
7. NCPRD-MILWAUKIE will submit monthly service/unit summary with current reporting period figures.
8. NCPRD-MILWAUKIE shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal to or greater than units of service billed for.

C. AUDIT/MONITORING

NCPRD-MILWAUKIE shall permit authorized representatives of H3S-SSD and other applicable audit agencies of the state or federal government, to review the records of the NCPRD-MILWAUKIE in order to satisfy program audit and evaluation purposes deemed necessary by County and permitted under law.

NCPRD-MILWAUKIE agrees to participate with H3S-SSD in any evaluation project or performance report, as designated by H3S-SSD or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The H3S-SSD 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 the County representative in matters related to this contract. The NCPRD-MILWAUKIE shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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Exhibit 6
Budget and Units of Service

A. BUDGET

H3S-SSD 's payment to the NCPRD-MILWAUKIE will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: NCPRD-MILWAUKIE acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

NCPRD-MILWAUKIE may not transfer funds from one service category to another without written approval from H3S-SSD.

\$.96 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Milwaukie Center and be used for meal site management activities

NCPRD-MILWAUKIE agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B and III-C funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

NCPRD-MILWAUKIE match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%. Ride Connection will withhold match from vehicle maintenance reimbursements.

NCPRD-MILWAUKIE 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.

B. Unit Cost Schedule

Milwaukie Center
Fiscal Year 2019-20

Federal Award Number	OAA IIIB		OAA IIIC1		OAA IIIC2		OAA IIIC3		OAA IIID		OAA IIIE		Required Match		NSIP		Other State Funds		Ride Connection			LHEAP		MEDICAID		Program Income		NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE			
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	In Dist	STF	TriMet	Funds	Funds	Funds	Funds	Funds	Funds						
	16AAORT3SS	93,044	16AAORT3CM	93,045	16AAORT3HD	93,045	16AAORT3PH	93,043	16AAORT3FC	93,052	16AORNSIP	93,053	5310 Funds	OR-65-012	20,513	N/A	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)							
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)															
Case Management (Hrs)	27,098					3,013																					761.7 hrs	30,111	\$37.24				
Reassurance (Contacts)	5,651					628																					185	6,279	\$30.56				
Information & Assist.	11,829					1,315																					648	13,144	\$18.25				
Public Outreach	1,000					111																					20	1,111	\$50.00				
Transportation - OAA	7,799					867																					1,560	10,166	\$5.00				
OAA/NSIP Food Service		18,415	54,950			2,048	34,493																				54,750	162,465	\$2.93				
OAA Meal Site Mngt.		18,553	55,360			2,063																					54,750	75,976	\$1.35				
OPI/HDM Service																											0	0	\$0.00				
Evidence Based Health & Wellness Programs							715																				19 classes	1,430	\$75.00				
Caregiver Respite Program										9,228	2,307																160	11,535	\$75.50				
Transportation - T19																											120	1,680	\$14.00				
Transportation Ride Con																											4,560	38,186	\$7.50				
STF Transport. Vanibus																											1,943	35,059	\$18.04				
Ride Con - Vehicle Maint																											N/A	9,194	N/A				
LHEAP Intakes																											150	3,750	\$25.00				
TOTALS	\$53,377	\$36,967	\$110,311	\$715	\$9,228	\$13,297	\$34,493	\$715	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$58,046																		

CFDA Number 20-513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

C. UNITS OF SERVICE

NCPRD-MILWAUKIE or H3S-SSD may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between NCPRD-MILWAUKIE and H3S-SSD and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the NCPRD-MILWAUKIE and H3S-SSD.

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	761.7 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	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)	54,750	1 meal delivered/served	150
Meal Site Management (OAA)	54,750	1 meal delivered/served	150
Evidence-based Health & Wellness	19	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	120	1 one-way ride	10
Transportation (Ride Connection)	4,560	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

**Exhibit 6
AGENCY PROFILE**

1. IDENTIFICATION: _____

North Clackamas Parks and Recreation Dist.
Milwaukie Center
 Legal Name

2. IRS/STATE NONPROFIT NUMBER: _____

 N/A

5440 SE Kellogg Creek Dr

Same
 Mailing Address

Milwaukie, OR 97222
 City Zip

653-8100 794-8016
 Phone Number Fax #

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Laura Zentner
 Title: Director, Business & Comm. Services Dept.

Address: 150 Beaver Creek Road
 Oregon City, OR 97045

Phone: 503-742-4351

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Siri Bernard , Ben Horner-Johnson, John Smolinsky, Kim Buckholz, Louise Fisher, Larry Millington, Marilyn Shrum, Joel Bergman, Julie Donohue, Virginia Seitz, Paul Ellison

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

No Board Currently (May 2019)

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

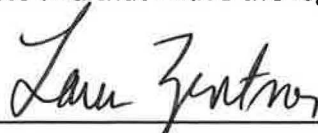
	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Last Total Agency Audit:

Date: Completed Annually as part of the County A-133

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.



Signature – Laura Zentner

Business & Community Services Director

Title



Date

I. Response Section

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, including 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				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

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.

II. 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.