

October 26, 2023

Board of County Commissioners  
Clackamas County

**Approval of a Subrecipient Agreement with North Clackamas Parks & Recreation for services to older adults and persons with disabilities at the Milwaukie Community Center. Agreement value is \$430,458 for 1 year. Funding is through the Oregon Department of Human Services, Federal Transportation Administration, Ride Connection, Inc., TriMet, and the Oregon Department of Transportation. No County General Funds are involved**

<b>Previous Board Action/Review</b>	Briefed at Issues - 10/24/2023		
<b>Performance Clackamas</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
<b>Counsel Review</b>	Yes (A. Naylor, 10/9/23)	<b>Procurement Review</b>	No
<b>Contact Person</b>	Brenda Durbin, Director	<b>Contact Phone</b>	503-655-8641

**EXECUTIVE SUMMARY:** The Social Services Division of the Health, Housing and Human Services requests approval of a Subrecipient Agreement with the North Clackamas Parks & Recreation District Milwaukie Community Center to provide Older Americans Act (OAA) and other funded services for persons living in the Milwaukie area. The services include congregate and home-delivered meals, evidence-based health promotion activities, transportation, caregiver respite, and information and referral activities. These services link residents with resources to meet their needs and help them remain independent and active in the community.

The Milwaukie Community Center has provided nutrition, transportation, wellness, recreation, and information support for Milwaukie's older adult community since 1980. In FY 2022-2023, the Pioneer Community Center prepared and served nearly 65,000 meals to older adults and people

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who experience a disability, delivering most of those meals to home-bound older adults in the Milwaukie area.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve this Subrecipient Agreement and authorize the Chair to sign on behalf of the County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 24-011**

Project Name: **Older Americans Act**

Project Number: multiple

This Agreement is between **Clackamas County**, Oregon, acting by and through its

Health Housing & Human Services Department, Social Services Division – Area Agency on Aging,  
("COUNTY"), and **North Clackamas Parks & Recreation District** ("SUBRECIPIENT"), acting by and through its  
**Milwaukie Community Center**, a Municipal Corporation.

**Clackamas County Data**

Grant Accountant: Kara Taylor  
Clackamas County – Finance  
2051 Kaen Road  
Oregon City, OR 97045  
(503)742-5430  
KTaylor@clackamas.us

Program Manager: Tonia Hunt  
Clackamas County – Social Services Division  
2051 Kaen Road  
Oregon City, OR 97045  
503-655-8330  
THunt@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative:  
Kallie Guentner, financial analyst  
7300 SE Harmony Road  
Milwaukie, OR 97222  
503-742-4348  
KGuentner@ncprd.com  
UEI: **RV7UWFESBQC7**

Program Representative:  
Marty Hanley, Center Supervisor  
5440 SE Kellogg Creek Dr.  
Milwaukie, OR 97222  
503-794-8058  
martyh@ncprd.com

**RECITALS**

1. Clackamas County's fastest growing population segment is adults aged 60 years and older. The goal of Aging and Disability Services within Clackamas County Social Services is to provide services, supports, and information that allow older adults (and in some cases depending on program guidelines, younger persons with disabilities) to live independently in the community of their choosing.
2. SUBRECIPIENT has provided nutrition, transportation, wellness, recreation and information support to Milwaukie's older adult community since 1980. SUBRECIPIENT was identified as the exclusive qualified provider for older adult services in the Milwaukie area through a 2023 Request for Qualifications process.
3. This project is a cooperative effort by SUBRECIPIENT and COUNTY in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents aged 60 and older.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this “Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2023** and expiring **June 30, 2027**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively “OAA”) that are the source of the grant funding and other required information in Exhibits A- I, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Assistance Listing Number (“ALN”) number as appropriate. The maximum, not to exceed, grant amount COUNTY will pay for one year is **\$430,458**. Payments will be made on a reimbursement basis in accordance with the rates set forth in Exhibit B, and the award is conditional upon compliance with the terms herein and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
  - 4.1. Grant Funds: COUNTY’s funding of **\$362,100** in grant funds for this Agreement is the Older Americans Act (ALN: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services (“ODHS”), Adults and People with Disabilities (“APD”), Community Services & Solutions Unit (“CSSU”).
  - 4.2. Grant Funds: COUNTY’s funding of **\$10,000** in grant funds for this Agreement is from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; ALN: 20.513).
  - 4.3. Grant Funds: COUNTY’s funding of **\$2,125** in grant funds for this Agreement is the Medical Assistance Program (ALN: 93.778) issued to COUNTY by ODHS, APD.
  - 4.4. Grant Funds: COUNTY’s funding of **\$43,020** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet;
  - 4.5. Grant Funds: COUNTY’s funding of **\$10,713** for transportation services outlined in this agreement are from Statewide Transportation Funds (“STF”) for Elderly and Disabled and Statewide Transportation Improvement Funds (“STIF”) for transportation services issued to COUNTY by Oregon Department of Transportation.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 3 of 46

4.6. Other Funds: COUNTY's funding of **\$2,500** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

**SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days' notice from either party by:

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
- b. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
- c. Mutual agreement by COUNTY and SUBRECIPIENT.
- d. Written notice provided by COUNTY that ODHS has determined funds are no longer available for this purpose; or
- e. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

**10. Federal and State Procurement Standards**

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 4 of 46

pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

**11. General Agreement Provisions.**

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, SUBRECIPIENT agrees to the following indemnification and defense obligations:

SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

SUBRECIPIENT agrees to indemnify, defend, and hold the State of Oregon and its officers, employees and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim SUBRECIPIENT used funds for an ineligible purpose.

Ride Connection/Tri-Met funds: To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, Tri Met, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 5 of 46

whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

Non-Medical rides for Medicaid clients funds: SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 6 of 46

- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

**12. Exhibits and Attachments.**

This document is comprised of the following exhibits and attachments:

- Exhibits A-1 & A-2: SUBRECIPIENT Scope(s) of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: SUBRECIPIENT Insurance Requirements
- Exhibit G: Final Financial Report
- Exhibit H-1 to H-6: 2 CFR 200.332(a) Required Information
- Exhibit I: Business Associate Agreement
- Exhibit J: Provider Application Recertification

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit I
- Exhibit E
- Exhibit C
- Exhibit F
- Exhibits A-1 & A-2
- Exhibit D
- Exhibit B
- Exhibits H-1 to H-6
- Exhibit J
- Exhibit G

*(Signature Page Follows)*



SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

North Clackamas Parks & Recreation District

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form

NCPRD - Approved to Form

By:  \_\_\_\_\_  
County Counsel

By:  \_\_\_\_\_  
County Counsel

Dated: 10/09/2023

Dated: 10/4/2023

**EXHIBIT A-1**  
**SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

<b>PROGRAM NAME:</b>  Older Americans Act	<b>AGREEMENT No. 24-011</b>
<b>SUBRECIPIENT: North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>	

**1. PURPOSE OF THE SERVICES**

The purpose of this Agreement 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 aged 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

**2. DESCRIPTION OF SERVICES**

SUBRECIPIENT will provide the following Work:

- a. Case Management:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:**
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
    - (5) Double billing for Case Management Assessments and Home Delivered Meal Assessments is not allowed.
  - ii. Service Implementation & Monitoring:**
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. Reassurance:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. Information & Assistance:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:

  - i.** Informal assessment of the client's needs.
  - ii.** Evaluation of appropriate resources.
  - iii.** Assistance linking the client to the resources.
  - iv.** Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v.** Follow up with the client or agency to see if the needs were met.
  - vi.** Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
  
- d. Public Outreach/Education:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
  
- e. Transportation:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA-funded rides are scheduled for persons who are aged 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection and COUNTY STIF-funded rides are scheduled for individuals aged 60 and older and for persons with disabilities age 18 and over for medical appointments, personal business, shopping, nutrition and recreation activities.
  
- i. Milwaukie Community Center Transportation Consortium Goals:**

  - (1) Increase replacement reserve fund with separate accounting.
  - (2) Ensure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
  - (3) Continue regular publicity/marketing efforts regarding transportation program.
  - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
  - (5) Attend all scheduled Transportation Consortium meetings.
  
- ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients**

  - (1) This funding source is available for Medicaid clients who are receiving “waivered” services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients.  
All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT 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. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (“TRP”) program.
  - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:  
One-person, one-way ride: \$17.00 per ride
  - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

## NCPRD – Milwaukie Community Center

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 10 of 46

- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY and be available for State and Federal representatives for audit purposes.
  - (5) Medical rides are not allowed under this funding.
- iii. SUBRECIPIENT will be responsible for:
- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
  - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
  - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
  - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- f. **Food Service:** Is the production of meals for the congregate and home delivered meal recipients of SUBRECIPIENT. 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 home delivered meal (“HDM”) “late-cancel.”
- g. **Meal Site Management:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the local community to enhance visibility and encourage participation. One unit is one meal served.
- h. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness 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 be demonstrated to be evidence-based and effective with older populations.
- j. **Caregiver Respite** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL’s) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.
- k. **Low Income Energy Assistance Program (“LIEAP”) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low-income County residents in completing applications for LIEAP funds. A unit of service is one, correctly completed, accepted application submitted to COUNTY.

### 3. SERVICE OBJECTIVES

#### a. Case Management

**Objective:** To provide contracted units of service throughout the contract period for County

## **NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 11 of 46

residents aged 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT 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. SUBRECIPIENT CSC completes assessment on a COUNTY-approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes.
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT 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. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

### **b. Reassurance**

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

Elements:

- i. SUBRECIPIENT CSC assesses clients and provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

### **c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing. Elements:

- i. COUNTY will provide orientation on COUNTY’s Information & Referral program to SUBRECIPIENT Information & Assistance staff.
- ii. COUNTY will notify SUBRECIPIENT’s I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

### **d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources. Elements:

## **NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 12 of 46

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 3 bi-Monthly County "Networking" I&R meetings each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the COUNTY's Community Resources Guide, initiate notification to COUNTY's I&R program regarding any changes to SUBRECIPIENT programs and notify COUNTY's 's I&R program of any significant changes in local community resources.

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

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2-day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

### **e. Public Outreach/Education**

**Objective:** To provide information to groups of current or potential clients and community partners about available services for Milwaukie area residents aged 60 and older. Elements:

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

### **f. Transportation**

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

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal background checks.
  - (3) Ensuring all drivers meet Ride Connection training requirements.
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 13 of 46

- (6) Providing a copy of written procedures for transportation services to each driver.
- (7) Scheduling vehicle maintenance.
- (8) Maintain daily Pre- and Post- trip Reports.
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

**g. Food Service**

**Objective 1:** To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to COUNTY's contracted Registered Dietitian ("RD") by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
  - i. 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.
  - ii. The cycle for the cycle menu system must be at least nine weeks long.
  - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third recommended daily intake. 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.
  - iv. Menus should reflect the tastes and appetites of the current elderly population.
  - v. 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.
  - vi. 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.
  - vii. 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.
  - viii. 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.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 14 of 46

- 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:

- iv. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- v. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- vi. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- vii. 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 County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Subrecipient 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 Subrecipient'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. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.
- iv. SUBRECIPIENT must ensure all staff and volunteers successfully pass a criminal background check.



## **h. 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 meal 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 congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low-income minority individuals.

Elements:

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

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

Elements:

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

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

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 16 of 46

- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT 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. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

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

Elements:

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

**i. OAA HDM Assessment**

**Objective:**

Elements:

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

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

**j. Evidence-based Health & Wellness Program**

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

Elements:

- i. SUBRECIPIENT 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. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**k. Caregiver Respite –**

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

Elements:

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

**I. Low Income Energy Assistance Program (LIEAP) Intakes**

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

Elements:

- i. SUBRECIPIENT CSC assists home-bound clients with the completion and submission of a LIEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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**EXHIBIT A-2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

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

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
  - b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement,

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 19 of 46

such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

**C. Vehicles**

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this Agreement
  - a. 2012 Ford Startrans Senator; VIN: 1FDFE4FS6CDB38243
  - b. 2016 MV-1; VIN: 57WMD2C60GM100101
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.
4. Any trips that are over 50 miles in total from the Senior Center location require pre-authorization from Ride Connection.

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**EXHIBIT B**  
**SUBRECIPIENT Program Budget**

<b>PROGRAM NAME:</b>  Older Americans Act	<b>AGREEMENT No. 24-011</b>
<b>SUBRECIPIENT: North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>	

**NCPRD - MILWAUKIE CENTER**  
 Fiscal Year 2023-24

<u>Funding Type</u>	<u>Funding Category</u>	<u>CFDA Number</u>	<u>Max. Total Award</u>	<u>Required Match*</u>	<u>Estimated Program Income</u>	<u>Services</u>	<u>Approx. No. of Units</u>	<u>Reimb. Rate</u>
Client Services	OAA IIIB	93.044	\$ 44,700	\$ 4,967	NA	Case Management	600	\$ 40.00
						Reassurance	420	\$ 20.00
						Info & Assistance	600	\$ 20.00
						Outreach	6	\$ 50.00
Nutrition Services	OAA C1 & C2	93.045	\$ 255,000	\$ 28,336	\$ 21,120	OAA Meal Site Management	64,000	\$ 1.55
						Food Service	64,000	\$ 2.35
						HDM Assessment	270	\$ 20.00
	NSIP	93.053	\$ 44,800	NA	Food Service	64,000	\$ 0.70	
Health Promotion	OAA IIID	93.043	\$ 6,000	NA	NA	Evidence-Based Health & Wellness Programs	120	\$ 50.00
Respite	OAA IIIE	93.052	\$ 11,600	\$ 3,867	NA	Family Caregiver Support Program Respite	290	\$ 40.00
Energy Assistance	LIEAP	NA	\$ 2,500	NA	NA	Completed LIEAP Applications	100	\$ 25.00
Transp. Services	TriMet GF	NA	\$ 43,020	NA	\$ 478	Rides within the TriMet Service Area	4,780	\$ 9.00
	Ride Connection: 5310 - Veh. Maintenance	20.513	\$ 10,000	\$ 2,500	NA	Vehicle Preventative Maintenance	NA	NA
	STIF Formula – 3.1 CC Transportation Programs	NA	\$ 10,050	NA	\$ 67	Transportation Expansion	670	\$ 15.00
	TriMet STF Funds T-19/Medicaid Match	NA	\$ 663	NA	NA	State Match for Non-Medical Rides for Medicaid Enrolled Clients	125	\$ 17.00
	T-19/Medicaid Waiver	NA	\$ 2,125	NA	NA	Non-Medical Rides for Medicaid Enrolled Clients		
<b>Total Maximum Award</b>			<b>\$ 430,458</b>	<b>Federal Award Total:</b>			<b>\$ 372,100</b>	

\* Source of OAA Match - Staff time

EXHIBIT C – LOBBYING CERTIFICATE

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, 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 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, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

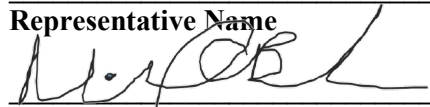
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required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

**Please do not alter this form; any questions regarding the form should be directed to EFSP staff.**

North Clackamas Parks & Recreation District

Michael A Bork

Representative Name



Representative Signature

10/4/23

Date (month/day/year)

**EXHIBIT D**  
**REQUIRED REPORTING AND PAYMENT REQUEST**

**1. INVOICES**

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

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

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit A-1 Section 3 and noted on monthly transportation reports submitted to COUNTY.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

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

**2. PROGRAM ACTIVITY REPORTS**

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

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under aged 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM.
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/GetCare information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed.
- d. Master Transportation Report form.
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.



**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 23 of 46

- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

**3. AUDIT/MONITORING**

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

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

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

**4. ADMINISTRATION**

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

**EXHIBIT E**  
**General Administrative and Federal Terms & Conditions**

**1. Federal Funds**

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
  - Entity is a subrecipient     Entity is a contractor     Not applicable
- c) Assistance Listing Number(s) of federal funds paid through this Agreement: 93.044; 93.045; 93.053; 93.043; 20.513, 93.778.

**2. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** SUBRECIPIENT is required to provide match in the amounts specified in Exhibit B: Budget.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 25 of 46

- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner.

## NCPRD – Milwaukie Community Center

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 26 of 46

- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- u) **HIPAA Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Business Associate Agreement [or Qualified Service Organization Business Associate Agreement] attached hereto as Exhibit L and incorporated by this reference herein.

### 3. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws;

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 27 of 46

and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

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

## **EXHIBIT F**

### **SUBRECIPIENT INSURANCE REQUIREMENTS**

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$4,000,000 per occurrence/ \$4,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

Required by COUNTY     NOT Required by COUNTY

Automobile Liability Insurance covering SUBRECIPIENT's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$4,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided to COUNTY.

- 4) **Professional Liability.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

Required by COUNTY     NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person

**NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 29 of 46

for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

**(a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

**(b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:

(i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;

(ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and

(iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

- 12) **Self-insurance.** SUBRECIPIENT is a unit of local government and may satisfy its insurance requirements through self-insurance.

<b>Program Name: Older Americans Act</b>	<b>Agreement #: 24-011</b>
<b>Federal Award #: #</b>	<b>Date of Submission: XX/XX/XX</b>
<b>SUBRECIPIENT: North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## Exhibit G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Total non-Federal Funds <u>authorized</u> on this agreement:	
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total non-Federal Funds <u>received</u> on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient’s Certifying Official (printed): \_\_\_\_\_

Subrecipient’s Certifying Official (signature): \_\_\_\_\_

Subrecipient’s Certifying Official’s title: \_\_\_\_\_



**EXHIBIT H - 1**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$44,700</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Administration for Community Living</b>
<b>Federal award program name:</b>	<b>Older Americans Act</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>93.044 Title III, Part B</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

**EXHIBIT H - 2**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$255,000</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Administration for Community Living</b>
<b>Federal award program name:</b>	<b>Older Americans Act</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>93.045 Title III, Part C</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

**EXHIBIT H - 3**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$6,000</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Administration for Community Living</b>
<b>Federal award program name:</b>	<b>Older Americans Act</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>93.045 Title III, Part D</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

**EXHIBIT H - 4**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$11,600</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Administration for Community Living</b>
<b>Federal award program name:</b>	<b>Older Americans Act</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>93.052 Title III, Part E</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

**EXHIBIT H - 5**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$10,000</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Federal Transit Administration</b>
<b>Federal award program name:</b>	<b>Enhanced Mobility of Seniors and Individuals with Disabilities</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>20.513 Section 5310 Program</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

**EXHIBIT H - 6**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	<b>North Clackamas Parks &amp; Recreation District – Milwaukie Community Center</b>
<b>SUBRECIPIENT Unique Entity Identifier:</b>	<b>RV7UWFESBQC7</b>
<b>Federal Award Identification Number (FAIN):</b>	<b>Unavailable</b>
<b>Federal award date:</b>	<b>Unavailable</b>
<b>Period of Performance (This Agreement):</b>	<b>7/1/2023 – 6/30/2027</b>
<b>Budget Period (This Agreement):</b>	<b>7/1/2023 – 6/30/2024</b>
<b>Total amount of all federal funds from this ALN obligated by this action:</b>	<b>\$2,125</b>
<b>Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:</b>	<b>\$374,225</b>
<b>Amount of federal funds from this FAIN committed to SUBRECIPIENT:</b>	<b>[x]%</b>
<b>Pass-through entity identifying number:</b>	<b>NVWKAVB8JND6</b>
<b>Name of pass-through entity:</b>	<b>Clackamas County</b>
<b>Contact information for awarding official of the pass-through entity:</b>	<b>Tonia Hunt THunt@clackamas.us</b>
<b>Federal awarding agency:</b>	<b>Centers for Medicare and Medicaid Services, HHS</b>
<b>Federal award program name:</b>	<b>Medical Assistance Program</b>
<b>Is Award for Research and Development?</b>	<b>No</b>
<b>Assistance Listing Number (ALN) &amp; Title:</b>	<b>93.778 Non-Medical Medicaid Rides</b>
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	<b>N/A</b>

## **EXHIBIT I: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of 7/1/2023 (“Effective Date”) by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Social Services Division** (“Covered Entity”) and **North Clackamas Parks & Recreation District – Milwaukie Community Center** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

### **RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

### **SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual,

## **NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 38 of 46

- and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
  - 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
  - 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
  - 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
  - 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
  - 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

### **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary’s determining the Covered Entity’s and the Business Associate’s compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;



## **NCPRD – Milwaukie Community Center**

Subrecipient Grant Agreement – 24-011 [Older Americans Act Services]

Page 39 of 46

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

### **SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
  - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any

manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

## **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
    - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
    - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
  - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

## **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

**6.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page Follows]*

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Covered Entity**

CLACKAMAS COUNTY

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Business Associate**

North Clackamas Parks & Recreation District

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

Its: District Director \_\_\_\_\_

Dated: 10/4/23 \_\_\_\_\_

## **Exhibit J: Provider Application Recertification**

### **OAA Focal Point Service Provider Application Recertification**

The below requested information provides an update to material originally submitted in prior Request for Proposals for Older American Act Focal Point Service Providers.

Name of Service Provider: Milwaukie Community Center

Date Completed: 8/24/2023

#### **Organizational Policies/Procedures:**

1. How does your organization handle client and staff grievances? Please describe your policies and procedures for handling complaints, including how/if Clackamas County Social Services fits into the process.

- a) How do you handle client complaints?

Each client complaint is initially addressed by the staff member in charge of the program in order to get satisfaction or understanding. If client is not satisfied with initial staff explanation then they are welcome to discuss with Center Supervisor. Center Supervisor will discuss complaint with Program lead and then client to work on resolution. If, on rare occasion this does not bring resolution, Client can bring their concern to Parks Director.

- b) How do you handle staff complaints?

Staff will initially bring complaint to Center Supervisor for resolution. Supervisor may consult with upper NCPRD management if deemed necessary or resolve the complaint directly with staff. Staff is part of the Clackamas County Employee Association therefore they can go that route if they feel as if management is not working with them to resolve problem.

2. How does your organization handle donations and ensure that they are being collected and used appropriately for acceptable program purposes? Please describe your policies and procedures for accepting and tracking donations, including any specialized software or tools used, communication with donors, and regular review and analysis of donation data to ensure compliance with program requirements.

A large portion of donations directed towards the MCC's social service programs are directed to the MCC Foundation which is a 501 (c)(3). They manage and invest funds and support the Programs with cash and kind contributions as requested by Center Supervisor. Donations that are given by clients for services

such as HDM and Transportation are collected and accounted by staff using Clackamas County approved accounting procedures. Client contributions are both voluntary and private.

NAPIS Enrollments/Service Records:

3. How does your organization ensure required NAPIS enrollments are collected and reported within the first month of service delivery for eligible participants? Please describe your process for determining eligibility and collecting required assessments, demographic information and other required enrollment information.

Initial requests for services are received and processed by Human Services Staff and assessed for eligibility of service under OAA standards. Basic demographic information is collected and entered into GetCare and a client file is created (for those individuals receiving HDM, Case Management, and Reassurance.) HSS follow-up with an initial in-home assessment within 2-3 weeks following start of services. HSS completes a NAPIS form during home visit, and data captured on NAPIS form is entered directly into GetCare following the home visit. For individuals receiving congregate meals, eligible participants are asked to complete a congregate NAPIS registration form during their first congregate visit. Completed congregate NAPIS forms are collected daily by HSS and entered into GetCare on a weekly basis.

4. How does your organization document provided service units for Case Management, Reassurance, Information & Assistance and Nutrition programs? Describe your record keeping system for each service type among OAA eligible and non-OAA eligible individuals.

Human Services Staff document all case management, reassurance and I&A's on a standard OAA tracking sheet daily. Case Management and Reassurance calls are also annotated on a standard case monitoring form in each client record file. Human Services staff keeps all tracking sheets and client files in a secured area, accessible to only authorized personnel.

Home Delivered Meal counts are documented daily in our Meals on Wheels database.

Congregate meals are documented on a daily congregate sign in sheet. The daily congregate sign in sheets are entered into a monthly congregate excel report.

Transportation:

5. How do you ensure adequate documentation for rides provided each month as a service provider for riders who are 60+ or experiencing a disability? Please describe your process and the steps you take to track and document rides, including any specialized software or tools used, paper records maintained, communication with riders, and regular review and analysis of ride data.

Each new rider fills out a NAPIS form. Anyone over 60 or adult with self-proclaimed disability is eligible for a ride. Rides are tracked daily by Transportation Coordinator who uses County provided Excel tracking sheet. All

daily ride sheets are kept. Cost per ride documentation and Fee and Cost analysis is done annually by staff. Ride Connection procedures are followed.

6. How do you ensure that drivers report mileage, time, rider issues, vehicle maintenance needs, and other issues that may arise while delivering rides to riders who are 60+ or experiencing a disability? Please describe your process for tracking and documenting this information, including any specialized software or tools used, communication with drivers, and the steps taken to address any reported issues.

Each driver begins the day's transportation with a sheet giving the riders names and pick up order. There is also a daily bus sheet they are to fill out with mileage and times in and out. Drivers do pre and post trip vehicle inspections and are instructed to report any potential vehicle issues to Transportation Coordinator. They track all maintenance in ride Connection software and report any problems to Center Supervisor who approves all repairs and payment. Drivers are instructed to report any passenger issues to Transportation Coordinator who will consult with on-site social service staff who will work to resolve any client issues.

Outreach:

7. How does your organization provide information about its services to the community? Please describe your outreach efforts to the targeted population of frail, low-income, minority, and rural residents aged 60 and older.

Information about services is provided in several ways. Our bi-monthly Connection newsletter, promoting our programs and services, is available by print and electronic distribution. The newsletter is emailed to residents in our service area or an adjoining zip code area. Another 750 printed newsletters are distributed in and throughout the Community Center, and also distributed to other local businesses including churches, independent/assisted living communities, and libraries. A brochure about ongoing social services is available and distributed by staff in the Center and in public places. The Center also has a Facebook page and a Web site for people to access information about programs and services. North Clackamas Parks and Recreation District also distributes a quarterly Discovery Guide to all households in our service district which publicizes Milwaukie Community Center programs and services. Printed Discovery Guides are also located at all NCPRD facilities, including North Clackamas Aquatic Park and the Milwaukie Community Center. Center Staff also participate in community events promoting our programs and services such as farmers markets, health fairs, etc.

8. How does your organization prioritize services for the target population of frail, low-income, minority, and rural residents aged 60 and older? Please describe your procedure for prioritizing services.

Prioritization of services is based on need. The first priority for services are those that “help enable older adults to remain as independent and self-sufficient as possible for a long as possible”, services for the “at-risk” population, those that are minority, socially isolated, and low-income. Staff periodically review existing programs to determine if services are meeting exiting needs of our target population. Staff also continuously work to identify new programs and services to offer to support the needs in our community.

Organization Operations:

9. What are your hours of operation and official closures? Please provide details about your organization's operating hours and any scheduled closures.

The MCC is open to the General Public Monday-Friday from 8am until 4pm. The MCC is closed for all major holidays and the week after Labor Day for maintenance. The MCC is open during other hours for rentals and special events.

10. What are the geographic boundaries of your organization's service area? Please describe the specific areas your organization serves.

The MCC serves the NCPRD district. This includes the City of Milwaukie and unincorporated Clackamas County to the Multnomah County line to the north, to the Willamette River to the west, Gladstone to the south and through unincorporated Clackamas.

11. Community-based, nonprofit organizations only: Provide a current list of Board officers and members and the frequency of Board meetings.

N/A