

September 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment # 1 to an Intergovernmental Grant Agreement with the Oregon Department of Human Services for Older Americans Act and Oregon Project Independence. Amendment value is \$1,389,376.55 for 3 years. Agreement value is increased to \$9,552,196.55 for 5 years. Funding is through the US Department of Health and Human Services and the State of Oregon. No County General Funds are involved.

Previous Board Action/Review	Original Agreement approved 2/1/2024, II.C.2 Briefed at Issues – 9/10/2024		
Performance Clackamas	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.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Brenda Durbin, Director	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Intergovernmental Grant Agreement with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services, and Supports. This amendment provides additional funding in fiscal years 2024 and 2025 for the Social Services Division to administer the Older Americans Act (OAA) and Oregon Project Independence (OPI) funded services to support persons 60 and over living in Clackamas County.

The OAA and OPI-funded services include nutrition programs, evidence-based health promotion activities, family caregiver support, transportation, case management, information and referral activities, and in-home services. These services link residents with resources to meet their individual needs, helping them to remain independent and active in their communities for as long as possible. In the prior fiscal year, nearly 300,000 meals were provided to older adults in Clackamas County through the County’s senior center network. The majority of these meals were delivered to homebound seniors. In addition, 5,000 hours of respite services were provided for family caregivers, and County senior centers and the Aging & Disability Resource Center answered 6,900 calls for information and assistance.

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RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this

amendment to the Agreement (11505) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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



Grant Agreement Number 181171

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **01** to Grant Agreement Number **181171** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Clackamas County
acting by and through its Social Services Division
Attention: Teresa Christopherson, Administrative Services Manager
PO Box 2950; 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-650-5718
Facsimile: 503-655-8889
E-mail address: teresachr@clackamas.us; jbutler@clackamas.us
ADS-ContractBilling@clackamas.us; thunt@clackamas.us**

hereinafter referred to as “**Recipient.**”

1. This amendment shall become effective when this amendment has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Recipient’s performance of the program described in Exhibit A, Part 1 “Program Description”, as amended by this Amendment 1 may start on July 1, 2023, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the amendment is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”.
2. The Agreement is hereby amended as follows:
 - a. Section 1. “**Effective Date and Duration**”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 1 “Program Description” may start on July 1, 2023, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, ~~2028~~ 2025. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by Recipient that has not been cured

b. Section 3, “**Grant Disbursement Generally**”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$9,552,196.00** ~~\$8,162,820.00~~. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

c. Section 4. “Contractor of Subrecipient Determination”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

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

Recipient is a subrecipient ~~Recipient is a contractor~~ Not applicable

~~Catalog of Federal Domestic Assistance~~ **Listing number(s)** (CFDA) #(s) of federal funds to be paid through this Agreement: 93.041, 93.043, 93.044, 93.045, 93.052, 93.053, and 93.778.

d. Section 5, “**Recipient Information and Certification**”, **Subsection b. “Certification”, Item (1) only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

5. Recipient Information and Certification

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an

act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, ~~the~~ **The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under the Agreement;**

e. Exhibit A, Part 1, “**Program Description**” Section 5. “**Management Control Functions**”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

5. **Management Control Functions.**

f. Compliance with Homecare Worker Collective Bargaining Agreement between the Oregon Department of Administrative Services and Service Employees International Union Local 503, Oregon Public Employee Union, commonly referred to as HCW CBA. As the contracted delivery partner for Oregon Project Independence (OPI), AAA agrees to follow specific **listed** Articles of the CBA for Homecare Workers providing service within OPI. **The specific Articles are outlined in Table 1 below.** At the time of execution of this Agreement, the HCW CBA is in the bargaining process. The specific Articles will be provided to Recipient via Agreement Amendment once the HCW CBA is executed. Within 30 days after receipt of the Agreement Amendment, Recipient must either accept the specific Articles of the HCW CBA by executing the Agreement Amendment, negotiate with ODHS towards a mutually agreeable amendment to this Agreement and execute such amendment, or terminate this Agreement.

Table 1

ARTICLE #	SECTION #	PARAGRAPH	REQUIREMENT
ARTICLE 8 – PAYROLL SYSTEMS			
8	4	d	County shall follow Case Management Entity obligations.
8	7	f	County shall follow ODHS/OHA obligations.
ARTICLE 14 – SERVICE PAYMENTS			
14	1	a	County shall adhere to the requirements of the paragraph.
14	1	b	County shall impose the prior authorization requirements and provide the task list, following CME guidelines.

ARTICLE #	SECTION #	PARAGRAPH	REQUIREMENT
14	1	d	County shall impose the prior authorization requirements.
14	1	e	County shall follow Case Management Entity guidelines.
14	3	Entirety	County shall follow local office guidelines; letter provided by County under this Section does not create any additional financial liability for County.
ARTICLE 14.1 – SERVICE PAYMENTS FOR HOMECARE WORKERS			
14.1	1	Entirety	County shall follow case manager assessment guidelines.
ARTICLE 15 – TRAVEL TIME, TRANSPORTATION AND MILEAGE REIMBURSEMENT			
15	3	1 st paragraph only	County will follow prior authorization requirements for reimbursements.
15	4	Entirety	County will follow Case Management Entity guidelines for reimbursements.
15	6	Entirety	County will follow Case Management Entity guidelines and obligations.
ARTICLE 16 – TIME-OFF REQUEST PROCESS			
16	Entirety	Entirety	County will follow Case Manager/Personal Agent/Service Coordinator and Local Service Delivery Office guidelines.
ARTICLE 17.1 – TASK LIST OF AUTHORIZED SERVICES FOR HOMECARE WORKERS			
17.1	Entirety	Entirety	County will follow OHA/ODHS/SPD/AAA local office (“Local Office”) guidelines.
ARTICLE 19 – SERVICE PAYMENT OVERPAYMENTS			
19	3	Entirety	County will follow Case Management Entity guidelines.
ARTICLE 20 – HEALTH AND SAFETY			
20	1	Entirety	County will follow Case Management Entity guidelines.
20	3	Entirety	County will follow Case Management Entity guidelines.

ARTICLE #	SECTION #	PARAGRAPH	REQUIREMENT
20	4	Entirety	County will follow Case Management Entity and Program Manager guidelines.
20	7	Entirety	County will follow Case Management Entity guidelines.
ARTICLE 24 – OVERTIME AND HOUR LIMITATIONS			
24	4	Entirety	County will follow ODHS/OHA, or designee guidelines.
24	5	Entirety	County will follow case management entity guidelines.
ARTICLE 27 – AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATIONS			
27	1	Entirety	County will follow Case Management Entity guidelines.

f. Exhibit A, Part 1, “**Program Description**”, Subsection 10. “**American Rescue Plan (ARP)**”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

10. American Rescue Plan (ARP). ARP funding can be used by AAA for any allowable Older Americans Act (OAA) service provided to an eligible person under the OAA. The ARP funding must be used within the funding CFDA outlines in the allocation spreadsheet provided by the ODHS. Funding must be expended by September 30, ~~2024~~2025.

g. Exhibit A, Part 2, “**Disbursement and Financial Reporting**”, **Section 1. “Funding Appropriations”, Subsection b. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Funding Appropriations.** The total sum payable for the term of the Agreement described in Section 1 (“Effective Date and Duration”), shall not exceed the amount described in Section 3 (“Grant Disbursement Generally”).

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall both be based on the not-to-exceed allocations as set forth in the table below and made on a reimbursement basis, upon ODHS approval of AAA’s disbursement request.

		<u>Assistance Listing Numbers</u>
Older Americans Act	\$3,835,075.00 <u>\$4,172,958.00</u>	CFDA-93.041, 93.043, 93.044, 93.045, 93.052
NSIP	\$330,889.00 <u>\$333,805.00</u>	CFDA-93.053
IT Admin Funds	\$7,293.00	
Continued Sequestration Mitigation	\$214,495.00	
Oregon Project Independence (age 60+ or age under 60 with an Alzheimer’s Disease or related disorder diagnosis)	\$1,048,574.45 <u>\$2,097,152.00</u>	
Oregon Project Independence (age 19-59 with disability)	\$0.00	
OPI-M & FCAP Ongoing Case Management	\$1,222,537.00	CFDA-93.778
Unspent ’21-’23 Biennia Funding: ARP (\$1,500,878.55) SLFRF (\$0.00) VAC 5 (\$3,078.00)	\$1,503,956.55	CFDA-93.044, 93.045, 93.052
Other State Funds	\$0.00	
Allocation Total	\$8,162,820.00 <u>\$9,552,196.55</u>	

- h. Exhibit B, “Standard Terms and Conditions”, Section 12, “Information Privacy/Security/Access”, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to ~~have access to or otherwise use of any ODHS~~ **Information Asset or Network and Information System** ~~computer system or other ODHS Information Asset for in~~ which **security or privacy requirements apply**, ODHS imposes security requirements, and ODHS grants Recipient, ~~or its subcontractor(s),~~ **or both** access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with **the terms and conditions applicable to such access or use, including** OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

- i. Exhibit C, “Subcontractor Insurance Requirements” “Commercial General Liability”, “Automobile Liability”, and “Professional Liability” requirements only to read as follows: language to be deleted is ~~struck through~~; new language is **underlined and bold**.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis **per the following table:** ~~in an amount of not less than \$4,000,000.00 per occurrence and not less than \$4,000,000.00 annual aggregate limit~~

<u>If Subcontracts have a not-to-exceed amount of:</u>	<u>Recipient must procure a minimum coverage amount of:</u>
<u>\$0 - \$1,000,000</u>	<u>\$1,000,000</u>
<u>\$1,000,001 - \$2,000,000</u>	<u>\$2,000,000</u>
<u>\$2,000,001 - \$3,000,000</u>	<u>\$3,000,000</u>
<u>In excess of \$3,000,001</u>	<u>\$4,000,000</u>

AUTOMOBILE LIABILITY:

Required if Contractor transports ODHS Clients **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor’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. **Coverage must be written per the following table:**

<u>If Subcontracts have a not-to-exceed amount of:</u>	<u>Recipient must procure a minimum coverage amount of:</u>
<u>\$0 - \$1,000,000</u>	<u>\$1,000,000</u>
<u>\$1,000,001 - \$2,000,000</u>	<u>\$2,000,000</u>
<u>\$2,000,001 - \$3,000,000</u>	<u>\$3,000,000</u>
<u>In excess of \$3,000,001</u>	<u>\$4,000,000</u>

PROFESSIONAL LIABILITY:

Required **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be

provided under the Agreement/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$ ~~1,000,000.00~~ per claim and not less than \$ ~~2,000,000.00~~ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

- j.** Exhibit F-1 “**Third Party Information System Access Request**” is hereby superseded and restated in its entirety, as set forth in **Attachment 1. Exhibit F-1, “Third Party Information System Access Request**”, attached hereto and incorporated herein by this reference.
- 3.** Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
- 4. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

 - a.** Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under the Agreement;
 - b.** The information shown in Section 5.a., “Recipient Information” of the original Agreement, as amended is Recipient’s true, accurate and correct information;
 - c.** To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d.** Recipient and Recipient’s employees and agents involved in the Program are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e.** Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f.** Recipient is not subject to backup withholding because:

 - (1) Recipient is exempt from backup withholding;

- (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g. Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

5. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Clackamas County

Street address: _____ 2051 Kaen Road _____

City, state, zip code: _____ Oregon City, OR 97045 _____

Email address: _____ FinanceGrants@clackamas.us _____

Telephone: _____ () _____ Fax: _____ () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: _____ self-insured _____

Policy #: _____ Expiration Date: _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures.

**Clackamas County
acting by and through its Social Services Division
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon, acting by and through its Oregon Department of Human Services
By:**

Authorized Signature

Printed Name

Title


Date

Approved for Legal Sufficiency:

Approved via e-mail by Belle Na, Assistant Attorney General
Oregon Department of Justice

July 17, 2024
Date

Approved for Legal Sufficiency:



Clackamas County Counsel

08/20/2024

Date

ATTACHMENT 1

EXHIBIT F-1 THIRD PARTY INFORMATION SYSTEM ACCESS REQUEST

EXHIBIT F-1 (9 PAGES) STARTS ON NEXT PAGE

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Third Party Information System Access Request

An DHS or OHA program completes this form to request access for a **third-party entity*** (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

 Hover over **blue** text for more information.

Request type (<i>required</i>): Change request (user please add agreement number)	Agreement number: 181171-1
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Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency’s direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Clackamas County Social Services Division (CCSS)	
Contact name (<i>first, last</i>):	Teresa Christopherson
Position/title:	Administrative Services Manager
Work street address:	PO Box 2950, 2051 Kaen Road
City, State, ZIP:	Oregon City, OR 97045
Phone:	503-650-5718
Email:	teresachr@clackamas.us
Website address (<i>optional</i>):	

Additional contact for third party

*This individual will be the contact for setting up or terminating users for the third party. (This is **not** a DHS/OHA employee.)*

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a [governing contract](#) applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? Yes No

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the [business need](#) for access:

AAAs provide field support to Oregonians who need Aging and Disability Resource Connection (ADRC), Older Americans Act (OAA), and Oregon Project Independence (OPI) services.

[Requested access start date:](#) _____

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [VPN](#) Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [Citrix](#)
- Access to folder on [Secure File Transfer Protocol \(SFTP\) server](#)
- Other (*explain below*): Will only use DHS/OHA supplied PC, laptop or workstation: Yes No

Access and information flow will occur from:

Information is exchanged in both directions between DHS/OHA and third party

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific [individual user access request forms](#) must be used to request access for individual third-party employees using the system.*)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

- Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1

Name of system: DHR Mainframe

Type of access requested: Read/write (please describe):

Description of access:

Access is required to provide Older American Act & Medicaid Services.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- Protected health information (PHI) Personally identifiable information (PII)
 Financial information Federal tax information (FTI)
 Criminal justice information (CJI) Payment card information (PCI)
 Social Security Administration (SSA data)
 Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Marci Lail

Review date: 7/23/24

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Reason for determination:

System 2

Name of system: OR ACCESS

Type of access requested: Read/write (please describe):

Description of access:

Access is required to provide Oregon Project Independence (OPI) services and accessed/utilized for Medicaid services work.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (internal use only)

Name of reviewer: Marci Lail	Review date: 07/23/2024
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Granted as requested
 Reason for determination:

System 3

Name of system: GetCare

Type of access requested: Read/write (please describe):

Description of access:
 Access is required to provide ADRC services and Older Americans Act Services.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?
 Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (internal use only)

Name of reviewer: Rodney Schroeder	Review date: 05/28/2024
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Granted as requested
 Reason for determination:

System 4

Name of system: Random Moment Sampling

Type of access requested: Read/write (please describe):

Description of access: Access is required for time-tracking for Oregon Medicaid Administrative Claiming.	
Expiration date of access: 06.30.28	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes , what protected information will be shared or accessed? (<i>Check all that apply.</i>)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	
Information owner review (<i>internal use only</i>)	
Name of reviewer: Rodney Schroeder	Review date: 05/28/2024
Access determination:	
Role or group assigned (<i>if applicable</i>):	
Access is: Granted as requested	
Reason for determination:	

System 5	
Name of system: ONE	
Type of access requested: View only (please describe):	
Description of access: Access is required to provide ADRC and OPI-M / FCAP Medicaid work.	
Expiration date of access: 06.30.28	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes , what protected information will be shared or accessed? (<i>Check all that apply.</i>)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	
Information owner review (<i>internal use only</i>)	
Name of reviewer: Stacey Daeschner	Review date: 07/23/2024
Access determination:	
Role or group assigned (<i>if applicable</i>):	
Access is: Choose one	

Reason for determination:

System 6

Name of system: ORRAI Power Bi Reports

Type of access requested: Read/write (please describe):

Description of access:
To pull customized reports about services.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)?

Yes No

If yes, what protected information will be shared or accessed? (Check all that apply.)

- Protected health information (PHI)
- Personally identifiable information (PII)
- Financial information
- Federal tax information (FTI)
- Criminal justice information (CJI)
- Payment card information (PCI)
- Social Security Administration (SSA data)
- Other (list below):

Information owner review (internal use only)

Name of reviewer: Iman Ahmadi	Review date: 07/10/2023
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Access determination:

Role or group assigned (if applicable):

Access is: Choose one

Reason for determination:

System 7

Name of system: EDMS

Type of access requested: Read/write (please describe):

Description of access:
View, access and upload OPI-M electronic files.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (*internal use only*)

Name of reviewer: Rodney Schroeder	Review date: 05/28/2024
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Choose one
 Reason for determination:

System 8

Name of system: Laserfiche

Type of access requested: Read/write (please describe):

Description of access:
 View, access and upload OPI-M electronic files.

Expiration date of access: 06.30.28

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?
 Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (*internal use only*)

Name of reviewer: Rodney Schroeder	Review date: 05/28/2024
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Choose one
 Reason for determination:

System 9

Name of system: MMIS

Type of access requested: Read/write (please describe):

Description of access:
Used to review medical related information for recipients, including eligibility, care provider, providers cards and payment.

Expiration date of access: 06.30.2028

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

Protected health information (PHI) Personally identifiable information (PII)

Financial information Federal tax information (FTI)

Criminal justice information (CJI) Payment card information (PCI)

Social Security Administration (SSA data)

Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Bob Costa

Review date: 07/26/2024

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Reason for determination:

AAA offices use MMIS and set up Plans of Care as part of their work - access approved

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (*Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.*)

Verification of need to know:

As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access.

Date: 05/28/2024

Name (*first, last*): Rodney Schroeder

Position/title: Community Services and Supports Manager

Office: APD Design

Program: APD

District name: Central

Work street address: 500 Summer Street NE

City, State, ZIP: Salem, OR 97301

Phone (*include ext.*): 541.305.3489

Email: RODNEY.B.SCHROEDER@odhs.oregon.gov

Section 5. Program requestor

The [program requestor](#) is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email

DHS/OHA Information Security and Privacy Office use only

Date received: 07/26/2024	Date completed: 07/26/2024
Date approved by all information owners: 07/26/2024	Date executed: N/A
Notes: 785 on file. Part of the 118 process.	
Completed by: Molly Norris, InfoEx Analyst Sr.	