

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

CITY OF OREGON CITY
PIONEER COMMUNITY CENTER

Fiscal Year 2013-2014

TABLE OF CONTENTS

<u>Topics</u>	<u>Page Numbers</u>
1. Scope of Services.....	1 – 2
2. Compensation and Records	2 – 3
3. Manner of Performance	3 – 5
4. General Conditions	5 – 10
5. Signatures	10
6. Exhibit 1 Purpose, Service Descriptions and Service Objectives	11 – 20
7. Exhibit 2 – DHS OR ACCESS Security Requirements.....	21 – 23
8. Exhibit 3 – HIPPA Agreement	24 – 30
9. Exhibit 4 – Reporting Requirements	31 – 33
10. Exhibit 5 – Budget and Units of Services	34 – 38
11. Exhibit 6 – SCP Program Purpose, Service Descriptions	39 - 41
12. Exhibit 7 – RSVP Program Purpose, Service Descriptions	42 - 44
13. Exhibit 8 – Agency Information	45 – 52

AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and City of Oregon City/Pioneer Community Center, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - I & A is a service for older individuals that provides current information on opportunities and services available within their communities; assesses the problems and capacities of the individuals; links individuals to the opportunities and services; to the maximum extent feasible, ensures the individual receives the services needed and is aware of the opportunities available by establishing adequate follow-up procedures. A unit of service is one documented contact with an individual.
4. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
5. **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 Gladstone community to enhance visibility and encourage participation. A unit is one meal served.
6. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and

flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.

7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.
 8. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY 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 prior to the November 30, 2013 deadline.
- B. Agency agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using Agency vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.
- D. Services required under the terms of this agreement shall commence July 1, 2013
This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto The maximum compensation allowed under this contract is \$25,909 in Older Americans Act III-B funds, \$7,533 in Older Americans Act III-C funds, \$1,517 in Older Americans Act III-D funds, \$39,330 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(3,375) in NSIP funds, \$18,117 in Ride Connection funds for in-district rides, \$3,121 in STF/Ride Connection funds for out of district rides, \$5,048 in Tri-Met funds for waived non-medical transportation match, and \$8,392 of Medicaid funds for waived client non-medical transportation services, and \$540 in LIEAP funds; for a total net compensation of \$106,132.
- B. Method of Payment. To receive payment the Agency shall submit invoices and accompanying progress reports as follows:
1. As required in Exhibit 4.

2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 33.34% for Title III-E (Family Caregiver Support).
3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
4. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency.

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

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

If an audit discloses that payments to the Agency were in excess of the amount to which the Agency was entitled, then the Agency shall repay the amount of the excess to the County.

III. MANNER OF PERFORMANCE

A. Compliance With Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

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

1. Agency will ensure the following for all programs, services and activities provided through this contract:

a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;

b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;

c. When communicating with individuals make available:

- 1) Written materials in alternate format,
 - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
 - 3) And access via text telephone (TTY);
- d. When a location for a service, program or activity is not physically accessible Agency will have a plan for making that service, program or activity available at an alternate location, either with Agency or with a sub-contractor;
 - e. Display notices in Agency's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - f. Cooperate with periodic County reviews for compliance with the ADA and Section 504 and follow Agency policy to address complaints and noncompliance.
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.
- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.
- E. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- F. Confidentiality. All information as to personal facts and circumstances about clients obtained by the AGENCY shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.
- G. Criminal Records Checks. Agency will ensure that criminal records checks are conducted and are on file for new employees and volunteers, after July 1, 2007, that meet the regulatory definition of a subject individual (someone who oversees, lives or works closely with, or provides services to vulnerable people) and are:
1. Employees of the Agency;
 2. Subcontractors of the Agency (i.e. class instructors);
 3. Volunteers for the Agency who are not under "active supervision" (i.e. nutrition program drivers); or

4. Direct care providers of clients for which Agency provides service authorization (i.e. Respite Care providers).

Authorization: OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537.

County will assist Agency to meet this requirement by processing criminal record checks for Agency 's subject individuals if requested.

IV. GENERAL CONDITIONS

A. Indemnity.

1. County - The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.
2. Non-Medical rides for Medicaid clients funds – Agency 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 Agency or its officers, employees, subcontractors, or agents.
3. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, Agency shall indemnify, hold harmless, and defend Ride Connection, TriMet its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from Agency's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Agency, its employees, representatives, or subcontractors.

B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

a. Required for County - Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,066,700 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

b. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence for Bodily Injury and

Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

c. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,066,700 combined single limit bodily injury and property damage.

2. Comprehensive Automobile Liability

Required by COUNTY Not required by COUNTY

- a. Required for County Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,066,700. The County, at its option, may require a complete copy of the above policy.
- b. Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of \$500,000 per person, or the equivalent, of not less than \$1,066,700 each accident occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- c. Required for Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
 - (a) Bodily injury: \$\$1,066,700 per person; \$2,000,000 per occurrence; and
 - (b) Property Damage: \$\$1,066,700 per occurrenceAgency shall pay all deductibles for vehicles.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

Agency agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1,066,700 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or error and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provisions

- a. Required by County - The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act

on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- b. Required by State of Oregon for 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.
- c. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (1) 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;
 - (2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (3) 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.
- 5. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- 6. **Insurance Carrier Rating.** Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
- 8. **Independent Contractor Status.** The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

9. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss.
 10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

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

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
 3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 4. If Agency fails to provide services or reports as specified by the County in this contract.
 - a. If Agency fails to comply with any requirements in this contract.
 - b. Any such termination under D. 1, 2 and 3 of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. Agency shall:
 - a. Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.

- b. Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency of all sums that Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify

RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

- 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.
- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:
 - Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
 - Exhibit 2 DHS OR ACCESS Security Requirements
 - Exhibit 3 HIPAA Agreement
 - Exhibit 4 Reporting Requirements
 - Exhibit 5 Budget and Units of Service
 - Exhibit 6 AGENCY Information

V. Signatures

<p>AGENCY CITY OF OREGON CITY PIONEER COMMUNITY CENTER</p> <hr/> <p>By: David Frasher City Manager</p> <hr/> <p>Date</p> <p><u>320 Warner Milne Road</u> Street Address</p> <p><u>Oregon City, OR 97045</u> City/Zip</p> <p><u>(503) 657-0891 (503) 657-9851</u> Phone Fax</p> <p><u>93-6002230</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <hr/> <p>Cindy Becker, Director Health, Housing, & Human Services</p> <hr/> <p>Date</p>
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EXHIBIT 1

Scope of Work and Performance Standards and Guidelines for Service

- A. Purpose of the Services
- B. Description of Services
- C. Service Objectives

VI. PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's mandated services of meal site management, outreach, assessment, information and assistance, case monitoring, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - a) **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.
 - b) **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.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - a) Informal assessment of the client's needs.
 - b) Evaluation of appropriate resources.
 - c) Assistance linking the client to the resources.

- d) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - e) Follow up with the client or agency to see if the needs were met.
 - f) Tallying the category of need for each inquiry.
 - g) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
4. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- a) Pioneer Community Center Transportation Consortium Goals:
 - 1) Continue to raise funds for the vehicle replacement fund.
 - 2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - 3) Cooperate with Consortium-wide publicity/marketing efforts.
 - 4) Be involved in regional planning of transportation services for Tri City area.
 - 5) Put new vehicle in service.
 - 6) Attend all scheduled Transportation Consortium meetings.
 - b) 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. Agency 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 Agency and case managers through the Transportation Reaching People (TRP) program.
 - 2) Services shall be billed by Agency according to the following rate scale:
 - One person, one-way ride: \$14.00 per ride
 - 3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
 - 4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

c) Agency 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.
 - 1) 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.
5. 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 Oregon City community to enhance visibility and encourage participation.
6. PHYSICAL ACTIVITY AND FALLS PREVENTION – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
8. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY 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 prior to the November 30, 2013 deadline.

C. SERVICE OBJECTIVES

1. Case Management

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

Elements:

- 1) Agency 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.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.
- 3) Agency CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- 4) Agency CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- 5) Agency CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- 6) Agency CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- 7) Agency 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.
- 8) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 9) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

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

Elements:

- a) Agency Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- b) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- c) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - COUNTY Responsibilities

Objective a.: To provide participating Agency with training, technical assistance, resource development, networking and information sharing.

Elements:

- a) County will provide orientation on County's I&R program to Agency I&A staff.
- b) County will notify Agency's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by Agency.

4. Information and Assistance - Agency Responsibilities

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

Elements:

- a) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- b) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- c) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- d) Agency'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 Agency programs, and notify County's I&R program of any significant changes in local community resources.
- e) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

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

Elements:

- 1) Agency Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- 2) Agency makes referral and follow up with client within a 2 day work period.

- 3) Agency annotates follow up taken and number of referrals needed on Referral Log.
- 4) Agency Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Transportation

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

Elements:

- a) Agency designates one person to be coordinator for the transportation program. This person will be responsible for:
 - 1) Recruiting volunteer and private vehicle drivers.
 - 2) Ensuring all volunteer drivers meet Ride Connection training requirements
 - 3) Scheduling road tests for volunteer vehicle drivers.
 - 4) Checking DMV record of volunteer drivers.
 - 5) Conducting periodic/seasonal driver safety training.
 - 6) Providing a copy of written procedures for transportation services to each volunteer driver.
 - 7) Scheduling vehicle maintenance.
 - 8) Processing criminal checks
 - 9) Ensuring drivers complete safety checklist daily prior to first run.
- b) Agency provides transportation as scheduled 7 hours per day.
- c) Agency maintains a clip board with a page listing each trip of each day.

6. Meal Site Management

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

Elements:

- 1) Procurement of milk is part of site management.
- 2) Packaging of home delivered meals is part of site management.

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

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

Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.

- 2) Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective d.: 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:

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

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

Elements:

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

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

Elements:

- 1) Agency identifies needs and concerns specific to the Center and service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

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

Elements:

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

7. Physical Activity/Falls Prevention

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

Elements:

- 1) Agency schedules physical activity classes that include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls regularly at the center.

- 2) Agency registers participants for activities, obtaining a waiver to injury for each participant.
- 3) Agency has physical condition of clients assessed before setting up plan for workouts with equipment.

8. Preventive Screening, Counseling, and Referrals

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

Elements:

- 1) Agency contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- 2) Agency contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- 3) Agency schedules and advertises programs.
- 4) Agency registers participants for activities, if necessary.
- 5) Agency has staff and/or trained volunteers available on site to coordinate the programs.
- 6) Where appropriate, Agency keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

9. Low Income Energy Assistance Program (LIEAP) Intakes

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

Elements:

- f) Agency Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- g) Agency CSC ensures that the application form is completed per program requirements.

EXHIBIT 2

**State of Oregon Department of Human Services (DHS)
OR ACCESS Security Requirements**

EXHIBIT 2

State of Oregon Department of Human Services (DHS) OR ACCESS Security Requirements

The Work performed under this contract requires Agency to have access to or use of State of Oregon Department of Human Services (DHS) OR ACCESS for which DHS imposes security requirements. Agency shall comply with information security requirements imposed by DHS. For purposes of this section, "Information Asset" refers to all confidential information in any form (e.g., written, verbal, oral or electronic) for which DHS determines requires security measures, including confidential information created by DHS, gathered for DHS or stored by DHS for external parties. All other terms not defined in this section shall have the meaning used in the HIPAA Security Rules, 45 CFR & 164.304.

1. Agency shall comply with the following requirements. For purposes of this section, all requirements imposed on Agency shall also apply to its officers, employees, agents and subcontractors that have access to any DHS information computer system or other DHS Information Asset. Agency shall:
 - a. Implement security measures that reasonable and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of the DHS. Contractor's security measures must be documented in writing and be available for review by DHS upon request.
 - b. Prevent any unauthorized access to or disclosure of DHS information systems or information assets.
 - c. Keep any DHS-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Agency and its agents or subcontractors in accordance with security requirements or access controls assigned by DHS; and make available to DHS upon request all information about Agency use or application of access-controlled DHS computer systems or Information Assets.
 - d. Report to the DHS, Information Security Office, and to the DHS contract administrator, any privacy or security incidents by Agency, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to the DHS Information Assets. Agency shall report in the following manner:
 - (i) Report to the DHS, Information Security Office, and to the DHS contract administrator, in writing within five (5) business days of the date on which AGENCY becomes aware of such incident; and
 - (ii) Provide the DHS, Information Security Office, and the DHS contract administrator, the results of the incident assessment findings and resolutions strategies.

Agency will comply with DHS requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

2. If DHS determines that Agency security measures or actions required under subsection 1 of this section are inadequate to address the security requirements of DHS, DHS will notify the Agency. DHS and Agency may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to DHS cannot be agreed upon, DHS reserves the right to take such actions as it determines appropriate under the circumstance. Actions may include but are not limited to restricting use of OR ACCESS.
3. DHS reserves the right to request additional information from Agency related to security measures, and to change, suspend or terminate access to or use of a DHS computer system or Information Assets by Agency, its officers, employees, agents or subcontractors.
4. Wrongful use of DHS computer systems, wrongful use or disclosure of Information Assets by Agency, officers, its employees, agents or its subcontractors may cause the immediate suspension of permission to use Information Assets. DHS may also pursue any other legal remedies provided under the law.

EXHIBIT 3
HIPAA Agreement

EXHIBIT 3

Health Insurance Portability and Accountability Act (HIPAA) Agreement

The Health Insurance Portability and Accountability Act (HIPAA) is the first comprehensive federal protection of individual privacy. The U.S. Congress passed the act in 1996. It also sets national standards to protect personal health information, reduces health care fraud and waste through standardized electronic transactions and codes, and makes health coverage more portable. The implementation deadlines for Oregon Department of Human Services (DHS) are – privacy compliance: April 14, 2003; transaction and code sets compliance: Oct. 16, 2003.

Health information as defined by HIPAA and DHS privacy policies is much broader than medical. It includes all aspects of physical and mental health information, alcohol & drug, vocational rehabilitation, counseling, etc. HIPAA Federal Reg. 42, CRF 160.103 defines health information as: “any information whether oral or recorded, in any form or medium, that relates to the past, present or future physical or mental health condition of an ‘individual.’”

Agency agrees to deliver the services in the fiscal year 2008-09 contract, funded in whole or in part by this contract, in compliance with HIPAA.

Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and County for purposes directly related to the provision of services to Clients which are funded in whole or in part under this contract. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Social Services Privacy Rules.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between The City of Oregon City/Pioneer Community Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

The HIPAA Privacy Rule, set forth at Title 45, parts 160 and 164 of the Code of Federal Regulations (CFR) requires a business associate to enter into a contract containing specific provisions intended to preserve the confidentiality of protected health information (PHI) obtained by the business associate in the course of its relationship with a covered entity prior to any disclosure of PHI by the covered entity to the business associate. Clackamas County is a covered entity under the HIPAA Privacy Rule and Agency is a business associate.

County and Agency desire to enter into an agreement that meets the requirements of the HIPAA Privacy Rule and that will permit the Agency to have access to, create or receive certain Protected Health Information from County in conjunction with the services being provided by Agency under the service contract.

ARTICLE 1

Terms

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Oregon City/Pioneer Community Center [CONTRACTOR].
 - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
 - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
 - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

ARTICLE 2

Obligation and Activities of Contractor

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be

provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.

- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.
- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

At a minimum, Agency shall record and provide County, or an Individual as directed by County, with an accounting of the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure.

- 2.11 Except as otherwise limited in this Agreement, Agency may use Protected Health Information for the proper management and administration of the Agency or to carry out the legal responsibilities of the Agency.

- 2.12 Except as otherwise limited in this Agreement, Agency may use Protected Health Information to provide Data Aggregation services to County as permitted by 45 CFR § 164.504(e)(2)(i)(B). Agency may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

ARTICLE 3 **Obligations of County**

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period of time after County becomes aware of such information in accordance with 45 CFR § 164.522.
- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

ARTICLE 4 **Term and Termination**

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.
- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the

protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.

- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

ARTICLE 5 **Miscellaneous**

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.

- 5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by electronic facsimile or email and, as to communications made by United States mail, on the third (3rd) day after mailing.

If to COUNTY:

Social Services Division, ADS
PO Box 2950
Oregon City, OR 97045

Attention: Stefanie Danielson, ADS Contracts
Facsimile No.: (503) 655-8889
Email: stefanierei@co.clackamas.or.us

If to CONTRACTOR:

City of Oregon City/Pioneer Community Center
615 Fifth Street
Oregon City, OR 97045

Attention: Kathy Wiseman, Manager
Facsimile No.: (503) 657-9851
Email: kwiseman@ci.oregon-city.or.us

- 5.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 5.10 The respective obligations of each party under Article 4 of this Agreement shall survive the termination of the Agreement.

EXHIBIT 4

Reporting Requirements

- A. Invoices
- B. Program Activity Reports
- C. Audit/Monitoring
- D. Administration

Exhibit 4
Reporting Requirements

A. INVOICES

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

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

Agency shall submit the following invoices and reports:

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

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

Agency shall return to the County all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

The Agency shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5. These reports are due with the invoices. The format of these reports shall be designated or approved by the County, and contain the following:

1. Service/unit summary with current reporting period figures.
2. Agency shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal too or greater than units of service billed for.
3. Transportation Report forms A, B, and C
4. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client and ride type.

5. Meal data including:
 - a) Numbers of meals served, by participant type and meal category
 - b) Amount of client donations by meal category
 - c) Meals Ordered/Delivered by Food Service Vendor
 - d) Copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

C. AUDIT/MONITORING

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

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

D. ADMINISTRATION

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

EXHIBIT 5

Budget

- A. Budget
 - 1. Unit Cost Schedule
 - 2. Estimated Revenue
- B. Units of Service

Exhibit 5
Budget and Units of Service

A. BUDGET

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

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

Agency may not transfer funds from one service category to another without written approval from the County.

\$.80 of program income collected per meal ordered will contribute to reimbursement rate for each meal delivered by County meal provider to the Pioneer Senior Meal Site. The total of the number of meals ordered/delivered times \$.80 will be deducted from the amount requested from the County on the reimbursement request. Program income above the \$.80 per meal will be retained at the Pioneer site and be used for meal site management activities.

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

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

Match for Ride Connections Vehicle Maintenance program is 10.27%.

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

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for eligible Medicaid clients at the state approved per meal rate. Since the cost of the food portion of all meals (a maximum of \$3.227 per meal supplied by Bateman Senior Meals) is paid for by the County from OAA and NSIP funds, Agency will deduct an amount equal to the meal cost multiplied by the number of Medicaid Home Delivered Meals served, from total reimbursement request to County.

1. Unit Cost Schedule
City of Oregon City - Pioneer Community Center
 Fiscal Year 2013-14

36

Service Category	LIEAP Funds (1)	OAA IIIB Funds (2)	OAA IIIC Funds (3)	OAA IIID Funds (4)	OAA IIIE Funds (5)	OAA Match (6)	NSIP Funds (7)	Ride Con Funds (8)	STF Funds (9)	Medicaid Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)
LIEAP Intakes	540											83	540
Case Management		4,792				533						129.5 hrs	5,325
Reassurance		3,770										95	3,770
Information & Assistance		3,359				374						117	3,733
Transportation - OAA		13,988				1,555					2,331	4,663	17,875
Physical Activity/ Falls Prevention				812		0						41	812
Preventative Screening, Counseling, & Referrals				705		0						18	705
Family Caregiver Assist.					0	0						0	0
OAA Meal Site Management			14,513			1,614					25,800	32,250	41,926
Medicaid HDM - SPD			(6,980)			(776)	(3,375)			42,930	(3,600)	4,500	28,199
Transportation - Ride Con In District								18,117			1,208	2,416	19,325
Transportation - Ride Con Out-of Dist									3,121		208	416	3,329
Transport - non-med T19									5,048	8,392		960	13,440
TOTALS	540	25,909	7,533	1,517	0	3,300	(3,375)	18,117	8,169	51,322	25,947		138,978

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)

Access Services Reimbursement Rate (1 + 2 + 4 + 5 + 8 + 9 + 10 + 12 / 14 = 16)

Source of OAA Match - City of Oregon City - building utilities and maintenance.

Contract Amount: \$ 106,132

2. ESTIMATED REVENUE

SOURCE	DESCRIPTION	AMOUNT
Clackamas Co. CCSS	OAA Title III B	\$25,909
Clackamas Co. CCSS	OAA Title III C	7,533
Clackamas Co. CCSS	OAA Title III D	1,517
Clackamas Co. CCSS	OAA-NSIP Funds	(3,375)
Clackamas Co. SSD	LIEAP Funds	540
City of Oregon City	OAA Match	3,300
Program Income	Meal Participants Donations	22,200
Program Income	Transportation Donations	3,747
Federal Government	Medicaid Client HDMS	42,930
Federal Government	Non-Medical Medicaid Transp. Funds	8,392
Ride Connection	In District	18,117
Ride Connection/STF	Out of District	3,120
Tri-Met/STF	Match for Non-Medical T 19 client rides	5,048
	TOTAL	\$138,978

B. UNITS OF SERVICE

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

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management	233 hrs	1 hour of service	50
Reassurance (OAA)	95	1 contact	50
Information and Assistance	127	1 response to inquiry and follow up	70
Transportation (OAA)	3,523	1 one-way ride	225
Physical Activity/Falls Prevention	41	1 class session	25
Preventive Screening, Counseling and Referrals	18	1 program/activity	Na
Transportation (Ride Connection)	3,227	1 one-way ride	225
Waivered non-medical transportation	805	1 one-way ride	22
Meal Site Management (OAA)	33,800	1 meal delivered/served	450
Medicaid Home Delivered Meals	4,500	1 meal delivered/served	15
LIEAP Applications	83	1 Completed Application	83

EXHIBIT 6

Senior Companion Program

Scope of Work and Performance Standards
and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

a. . SCP designates: Eileen Collins Title: SCP Director
Phone: 503-655-8604 E-mail: ecollins2@co.clackamas.or.us

b. Station designates: Jamie Davie Title: Client Services Coordinator
Phone: 503-657-8287 E-mail: jdavie@ci.oregon-city.or.us

A. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
2. Provide accident and liability insurance coverage as required by the program.
3. Be responsible for the management and fiscal control of the program.
4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
5. Provide orientation to Volunteer Station staff.
6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The Pioneer Community Center (VOLUNTEER STATION) will:

1. Designate a coordinator to serve as liason with the SCP staff.
2. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
3. Provide Senior Companions with assignments which utilize their skills and training.
4. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
5. Have the right to request the SCP reassign a volunteer.
6. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
7. Submit required paperwork to the SCP on a timely basis as requested
8. Collect and validate appropriate volunteer reports for submission to the SCP.
9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
10. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

11. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
12. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
13. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

EXHIBIT 7

Retired Seniors Volunteer Program (RSVP)

**Scope of Work and Performance Standards
and Guidelines for Service**

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

a. RSVP designates: William Warren Title: RSVP Director
Phone: 503-655-8875 E-mail: wwarren@co.clackamas.or.us

b. Station designates: Kathy Wiseman Title: Center Manager
Phone: 503-657-8287 E-mail: kwiseman@ci.oregon-city.or.us

Clackamas RSVP agrees to:

1. Recruit, interview and enroll RSVP volunteers (55 and older) and refer volunteers to the Station.
2. Instruct RSVP volunteers in RSVP procedures including available benefits, reporting and mileage reimbursement guidelines.
3. Provide orientation to Station staff prior to placement of volunteers and at other times as needed.
4. Furnish accident, personal liability and excess automobile liability insurance coverage as required by program policy. Insurance is secondary coverage and is not primary insurance.
5. May provide a program of volunteer mileage reimbursement, for the commute from home to the Station and back, where transportation costs would otherwise hinder the ability of an individual to serve
6. Be available to provide resources and periodically monitor volunteer activities at Station to assess and/or discuss needs of volunteers and Station.

Pioneer Community Center (RSVP STATION) agrees to:

1. Provide orientation, in-service or special training of volunteers as required by the volunteer positions
2. Interview or screen volunteers who are referred by RSVP and make final decision on volunteer placement. Refer to Addendum B: *Best Practices for Volunteer Screening*.
3. Provide supervision of RSVP volunteers on assignments and furnish volunteers with materials for their assignments.
4. Provide for adequate safety of volunteers during assignments. Investigate and immediately report to RSVP any incident, accident or injury involving an RSVP volunteer.
5. Validate monthly volunteer service hours and send to RSVP office by the 5th of each month.
 - a. Volunteers will use RSVP forms: sent individually kept at Station
 - b. volunteers will record time on Station's forms
6. Provide mileage reimbursement for volunteers whose assignments require driving their own vehicles for tasks assigned by the RSVP Station.

7. Provide no cost meals as a benefit to volunteers,
 - a. Contributed meals are FEDERALLY FUNDED under:
 - i. Title III C of the Older Americans Act
 - ii. Other federal funding source
 - b. Contributed meals are not provided through federal funds. Meals will be provided to volunteers free or at a reduced price when ___ hours of service will be given during that day. Number of meals will be reported to RSVP quarterly.
8. Collaborate with RSVP to measure community impact of volunteerism in Clackamas County as follows:
 - a. Upon request provide RSVP with data on numbers served.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against RSVP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: RSVP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. In Home Assignments: When a volunteer is assigned by Station to in-home assignments, there will be a clear position description filed with RSVP and the parties involved will sign a letter of agreement that authorizes volunteer service and identifies the specific volunteer activities, periods and conditions of service.
5. Removal or Separation: The Station may request the removal of an RSVP volunteer at any time. A volunteer may withdraw from service at the Station or from RSVP at any time. Discussion of individual separations will occur between RSVP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an RSVP volunteer or Station at any time.

EXHIBIT 8

AGENCY Information

Exhibit 8

AGENCY Information

1. AGENCY IDENTIFICATION:

Pioneer Community Center
Legal Name

615 5th Street

Same
Mailing Address

Oregon City, OR 97045
City Zip

503-657-8287
Phone Number

2. IRS/STATE NONPROFIT NUMBER:

N/A Municipal Corporation

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: David Frasher
Title: City Manager
Address: 320 Warner Milne Rd.
Oregon City, OR 97045
Phone: 503-496-1504

4. TYPE OF AGENCY: Adult Community Center

5. TYPE OF PROGRAM: Multi-purpose

6. AGENCY BOARD (LIST MEMBERS):

Oregon City Commissioners

Mayor: Doug Neely
Kathy Roth
Betty Mumm.
Rocky L. Smith, Jr
Carol Pauli

Frequency of Meetings:
Twice Monthly

ADVISORY BOARD (LIST MEMBERS):

City of Oregon City
Parks and Recreation Advisory Committee

Mike Mitchell, Chair; Lisa Norman, ViceChair;
Brian Burke; Adam Beykovsky; Bob Burns; Don
Smith; Bryan Watt
2 Vacancies as of 4/2013

Larry Potter, Parks Department Manager
Scott Archer, Community Services Director
Denise Kai, Asst. Parks & Rec. Director
Frequency of Meetings:
Monthly

7. AGENCY INFORMATION:

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

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

Current Articles of Incorporation: Original Incorporation 12/1844

Last Total Agency Audit: Done annually with City of Oregon City

Types and Amounts of Insurance Held: Commercial General Liability \$3,000,000 per occurrence, \$6,000,000 aggregate; Commercial Automobile Liability \$3,000,000

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

Signature, David Frasher

City Manager

Title

Date

ATTACHMENT A

I.

A. Please describe your grievance procedure for clients and how CCSS will fit into the process:

PIONEER COMMUNITY CENTER PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

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

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Supervisor. Any decision must be in accordance with Pioneer Community Center policies and procedures. City of Oregon City policies and procedures, City of Oregon City policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

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

Director of Community Services
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Director of Community Services, the Director will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Director will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Manager. Within thirty (30) days of receipt of your letter the City Manager will meet with you and the Pioneer Community Center Supervisor to discuss the problem. The City Manager will send you a written decision within five (5) working days. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant policy review by the City Commission.

City Manager
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

B. Describe your organization's procedure for prioritizing services:

Currently, no formal procedure

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

1. Hours of Operation: Mon. - Fri. 9:00 a.m. to 4:00 p.m.
Total hours per day: 7 hrs Mon. - Friday
Total hours per week: 35 hrs

2. Official Closures:

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

D. Please describe the boundaries of your service area.

Oregon City and West Linn areas

Eastside of Willamette River:

Northern Boundary: Mouth of Clackamas River to Springwater Rd. to intersection with Ridge Road.

Western Boundary: Willamette River south to Leland Road

Southern Boundary: Leland Road to Steiner Road to Ridge Road

Eastern Boundary: Ridge Road to Springwater Road

Westside of Willamette River (West Linn Area):

Northern Boundary: Stafford Road and Lake Oswego City limits

Western Boundary: Tualatin River and West Linn City limits

Southern Boundary: West Linn City limits

Eastern Boundary: Willamette River

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

Center Supervisor - 1 FTE (40 hrs.) Client Services Coord. - 1 FTE (40 hrs.)
Program Coordinator - 0.9 FTE (36 hrs.) Nutrition Coord. - .82 FTE (33 hrs.)
Meals on Wheels coord. - .77 FTE (34 hrs.)
Van Drivers - 133 FTE (60hrs.)
Senior Companions - 3 ea. Friendly Visitors - 0 ea.
Telephone Reassurance - done by receptionists Mon-Fri
and Fire Department on weekends & holidays

- F. Describe your methods for providing information about services.

The receptionists and hostesses have limited information, telephone numbers, and dates for distribution of commodities, etc., and are instructed to refer clients, when necessary, to the Client Services staff who are trained to give more intensive I&A.

Services offered are posted at the Center and in the newsletter. News releases in The Clackamas Review and The Oregonian are made periodically.

- G. List the services you will be providing and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake procedures, and description of record keeping procedures).

The contracted services of assessment, case monitoring, information & assistance, and transportation are being provided by the client services coordinator. Transportation services are provided by one to two van drivers. For community awareness, see F. above. The workers use a generic intake form which is kept to track and document progress. A daily log of contacts is also kept which provides statistics for monthly and year-end reports.

- H. Briefly, describe your methods for providing legal services.

Clients are referred to Oregon Legal Services if they are under 60 or are low income or have a case involving SS, AFS, FS, Veterans, etc., since most attorneys do not have expertise in these areas.

For those 60 and over, local volunteer attorneys donate one afternoon a month on a rotating basis to provide free 1/2 hour appointments. If a client needs further help on that matter and are within 125% of poverty guidelines, they may have continued pro bono assistance but are responsible for out-of-pocket expenses. A person may have additional appointments if or when other matters arise.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

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

Those who use the Center must be:

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

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

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

Transportation

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

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

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

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

Nutrition

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

Emergency Care

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