

July 30, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Interagency Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Interagency Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum agreement is \$339,727. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	062614-A41
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7288

BACKGROUND:

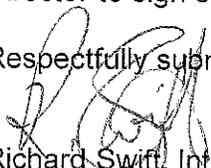
The Social Services Division of the Health, Housing and Human Services request the approval of the Interagency agreement with the NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than Milwaukie Center showed an interest in providing these services in the NCPR- Milwaukie area, so an interagency agreement with the NCPR- Milwaukie Center was negotiated. This is the final renewal under this RFP.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Interim Director

INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

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

II. SCOPE OF WORK AND COOPERATION

A. NCPR-MILWAUKIE 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 - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov). A unit of service is one documented contact with an individual.
4. PUBLIC OUTREACH/EDUCATION - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. NEWSLETTER – Preparation and regular distribution of publications that inform seniors and the community of available services and activities. (Definition developed by AAA/SUA workgroup and SPR Q&A #61, 2008). Each issue of the newsletter is an activity. The estimated audience size would be the number of persons directly receiving the newsletter plus the estimated number of the bulk copies which are distributed. This also applies to articles distributed to news media, caregiver brochures distribution, etc. This activity is an acceptable replacement for PUBLIC OUTREACH/EDUCATION as defined above.

6. **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.
7. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.
8. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the NCPH-Milwaukie Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
9. **MEAL-SITE MANAGEMENT** - Meal-Site-Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Calckamas Park and Recreation District to enhance visibility and encourage participation. A unit is one meal served.
10. **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.
11. **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.

- 12. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by NCPR-MILWAUKIE 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. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
 - 1. Provide rides using NCPR-MILWAUKIE 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. H3S-SSD agrees to:
 - 1. Provide technical assistance in service provision, budget and reporting.
 - 2. Provide structured opportunities to NCPR-MILWAUKIE staff to network with similar program providers.
 - 3. Provide training opportunities to NCPR-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$339,727:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C	93.045	\$132,795
Older Americans Act III-D	93.043	\$2,418
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$43,875
Low Income Energy Assistance (LIEAP)	N/A	\$975
Ride Connection – In District	N/A	\$29,895
STF/Ride Connection – Expanded Service	N/A	\$32,084
STF/Ride Connection: Vehicle Maintenance	20.513	\$11,280
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,225
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,575

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

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 34.34% for Title III-E.
3. NCPR-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPR-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPR-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPR-MILWAUKIE.

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

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

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

IV. LIAISON RESPONSIBILITIES

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

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPR-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPR-MILWAUKIE expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPR-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPR-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPR-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPR-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the NCPR-MILWAUKIE; volunteers of the NCPR-MILWAUKIE; employees and volunteers of NCPR-MILWAUKIE's subcontractors and direct care providers of clients for which NCPR-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPR-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPR-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPR-MILWAUKIE's clients to whom the NCPR-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPR-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
7. Confidentiality of Client Information.
 - 1) All information as to personal facts and circumstances obtained by the NCPR-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- 2) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- 3) DHS, H3S-SSD and NCPR-MILWAUKIE will share information as necessary to effectively serve DHS Clients.

B. AGENCY Standard Terms and Conditions. The NCPR-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.

C. Indemnity.

1. Non-Medical rides for Medicaid clients funds – NCPR-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPR-MILWAUKIE or its officers, employees, Subcontractors, or agents.
2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPR-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPR-MILWAUKIE's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPR-MILWAUKIE, its employees, representatives, or subcontractors.
3. Special Transportation Funds – To the fullest extent permitted by law, NCPR-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of NCPR-MILWAUKIE, its subcontractors, employees or agents under this Agreement.

D: Insurance. During the term of this contract NCPR-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability
 - a) 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/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - b) Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that it has established a special district insurance policy against tort liability

for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

- c) Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

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

3. Additional Insurance Provisions

- a) 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.
- b) 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.

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

E. Workers' Compensation

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

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

1. NCPR-MILWAUKIE 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 NCPR-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPR-MILWAUKIE or with a sub-contractor;
 - e. Display notices in NCPR-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - f. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPR-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

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

VII. TERM OF AGREEMENT

This agreement becomes effective July 1, 2015 and is scheduled to terminate June 30, 2016.

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

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

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

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

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

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VIII. SIGNATURE PAGE TO AGREEMENT

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

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

SIGNATURES

<p>GOVERNMENTAL UNIT</p> <p><u>North Clackamas Parks and Recreation District</u></p> <p> _____ Gary Barth, Division Director</p> <p>Date <u>7/16/15</u></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> <p>_____ Richard Swift, Interim Director Health, Housing, & Human Services Dept</p> <p>_____ Date</p>
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