

Clackamas County Social Services Division

Issues the Following

**REQUEST FOR APPLICATIONS**

**For  
FAMILY CAREGIVER RESPITE CARE SERVICES**

**NEW APPLICANTS ONLY**

**RFA #2016-2.0**

Date of Issuance: March 7, 2016

Applications Due by: 4:00 P.M., April 7, 2016  
At the issuing office.

Postmarks and faxes will not be considered.

Issuing Office: Clackamas County Social Services  
Stefanie Reid, ADS Contracts Specialist  
2051 Kaen Rd  
PO Box 2950  
Oregon City, Oregon 97045  
Phone: 503 / 655-8330  
Fax: 503 / 655-8889

## **SECTION 1 / PURPOSE/OVERVIEW**

### **1.1 Purpose of this Request for Applications**

Purpose of this Request for Application (RFA) is to seek new providers (interested applicant/agencies) who wish to establish a contractual relationship with Clackamas County Social Services Division (CCSS) for Respite Services to eligible Clackamas County residents who participate in the Older Americans Act Family Caregiver Support Program (FCSP) and are caring for a loved one age 60 or older, or for a loved one under age 60 that has a diagnosis of Alzheimer's Disease or related disorders with neurological and/or organic brain dysfunction. Within the goals of CCSS, to promote health, independence, safety and self-sufficiency, the applicant will become an integral part of this mission on a one-to-one basis with our clientele. The successful applicant(s) will work with CCSS to create this relationship by providing respite care as stated in this RFA. The successful applicant(s) are required to be licensed by the State of Oregon Department of Human Services, Public Health.

## **SECTION 2 / MINIMUM QUALIFICATIONS**

Each applicant must provide documentation to show that they meet all of the following minimum qualifications to be eligible to respond to this RFA and to receive Older Americans Act, Title III-E funds:

- 2.1** The applicant shall have been in continuous business providing direct care services of the same kind described in this RFA for a minimum of two (2) consecutive calendar years prior to the date that this application is due. Application shall provide a history of the company with dates that the company was founded, history of name changes, and changes in ownership, including current ownership. This history shall provide all known business addresses and length of time the business has been at each address.
- 2.2** The applicant's employees providing services under any contract resulting from this RFA shall each have a minimum of two years direct experience providing the same services as the kind described in this RFA. This experience may be any two full calendar years within the five (5) calendar years prior to the date that applications are due. In addition, the applicant's employees providing services as a registered nurse (RN), according to the RFA, shall be currently licensed as an RN, and be in good standing.
- 2.3** The applicant shall be currently licensed, in good standing, by the State of Oregon Department of Human Services, Health Services. Applicant shall submit copy of current license with application.

- 2.4 The applicant shall have a DUNS number and not be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities
- 2.5 The applicant shall have established business location(s) within 1 hour commute of Public Services Building in Oregon City, Oregon. Employees of applicant will be available to provide services throughout all of Clackamas County.
- 2.6 The applicant shall provide with its application their most current Financial Statement prepared by an independent CPA.
- 2.7 The applicant shall provide with its application a full listing of citations, law suits and other legal and court actions that applicant has been involved in or party to in the two (2) calendar years prior to the application due date.
- 2.8 Rates for services the applicant is responding to should be in line with current State of Oregon Medicaid or Oregon Project Independence rates for like services. Rates are subject to negotiation during the contract award process.

### **SECTION 3 / SCOPE OF WORK**

The services (The “Work”), including the delivery schedule for such Work, is contained herein. The applicant will be required to perform the Work in accordance with the terms and conditions in an awarded contract.

#### **3.1 RESPITE CARE PURPOSE**

- A. The purpose of respite care is to provide a relief break for an unpaid family caregiver or other unpaid caregivers. In-home respite care shall be provided on an hourly basis. The range of tasks to be provided may include supervision, companionship, and personal care services usually provided by the primary caregiver. Services appropriate to the needs of individuals with dementia-related illnesses may include, but are not limited to, cueing, redirection and behavior intervention.

#### **3.2 RESPITE CARE DEFINITION OF TERMS**

- A. "Caregiver": An unpaid family member or friend who has primary responsibility for the care of a functionally disabled adult who is 60 or older, or of any age with a diagnosis of Alzheimer’s or other dementia.
- B. “Respite” - Paid temporary services to provide relief for an unpaid family caregiver or other unpaid caregivers.

- C. "Dementia-related disorder to include the insidious onset of symptoms of short-term memory loss, confusion, behavior changes, and personality changes.
- D. "Institutionalization": Placement in a long-term care facility.
- E. "Respite care worker": A paid individual providing respite care services usually provided by the caregiver for the eligible care receiver.
- F. "FCSP" – Family Caregiver Support Program

### **3.3 Services will include but not be limited to:**

- A. Provide respite care as relief for families or other caregivers. In-home and out-of-home respite care may be provided on an hourly or daily basis, including twenty-four (24) hour care for several consecutive days. The range of tasks to be provided by respite care workers may include supervision, companionship, and personal care services that are usually provided by the primary caregiver. Services appropriate to the needs of individuals with dementia-related illnesses are also appropriate.
- B. Authorizations will be hourly increments per visit for Home Care and ADL/Personal Care services. Successful applicant(s) may round visits to the closest ¼ hour increment. A per visit minimum may be negotiated by mutual agreement between successful applicant(s) and the COUNTY.
  - i. Level 1: Respite Light Assistance: Provides companionship, supervision, meal preparation, recreation and socialization, and light assistance in activities of daily living to the care receiver.
  - ii. Level 2: Respite Personal Care: Provides in-home services by a caregiver meeting the requirements in OAR 333-536-0070 (2)(3)(4). In compliance with OAR 411-030-0050 (1)(2)(3) the provision of personal care services requires a FCSP assessment of services needed. The In-home RN Supervisor will develop the service plan and determine the appropriate caregiver.
  - iii. Level 3: Day Respite Center: Provides supervised out-of-home respite care on a ½ day or full day basis. Programming includes planned activities that are appropriate for adults with or without dementia-related illnesses.
- C. The intent of the County is to give the general description; to specify performance criteria, including absolute or minimum requirements; and to indicate a concept or degree of quality expected in the service.

- D. Service provided beyond the authorized hours shall not be paid. In the event that fewer hours are provided than authorized in any given billing period, an exception report shall accompany the request for payment. The exception report shall state in writing the reason for the under-provision.

### 3.4 CONTINUUM OF CARE - RESPITE SERVICE LEVELS

- A. Level 1: Respite Care-Light Assistance/Home Care: Provides companionship, supervision, meal preparation and socialization for the care receiver.

Standards for Respite home care-light assistance are outlined below. These standards reflect the CCSS Home Care Services Standards.

One Unit of service = one hour of care.

#### **HOMEMAKER-HOME CARE SERVICES STANDARDS**

Homemaker/Home Care - Assistance to persons having difficulty with one (1) or more activities of daily living (ADL) and can include any of the following instrumental activities of daily living (IADL), preparing meals, shopping for groceries and prescriptions using the telephone or doing light housework.

Homemaker-home care services means in-home services designed to maintain individuals and families in their own homes through direct provision and management of basic home and personal care functions. The basic service is provided by a trained, supervised home care workers.

The successful applicant(s) shall provide the authorized services for all clients referred by FCSP-Coordinator. It shall assign appropriate workers and begin services authorized in all cases referred as follows:

- i. Within five (5) business days from referral on non-emergency cases;
- ii. Provide a back-up worker if the regular worker cannot or does not keep a scheduled appointment.

- B. Level 2: Respite Care-Personal Care Assistance: Provides in-home services by a caregiver meeting the requirements in OAR 333-536-0070 (2)(3)(4). In compliance with OAR 411-030 (1)(2)(3) the provision of personal care services requires an assessment of services needed. The In-home RN Supervisor will develop the service plan and determine the appropriate caregiver. Service Plan will be reviewed and authorized by the FCSP Coordinator.

Standards for respite care- personal care assistance are outlined below. These standards reflect the CCSS Personal Care Standards

One Unit of service = one hour of care.

## **PERSONAL CARE SERVICES STANDARDS**

Personal Care - Personal assistance, stand-by assistance, cuing, supervision or care for persons having difficulties with one (1) or more of the following activities of daily living (ADL): eating, dressing/grooming, bathing/hygiene, toileting, and mobility/transferring.

Personal care services means in-home services designed to maintain, strengthen, or restore an individual's functioning in their own home when the individual's condition is stabilized and medical supervision is required.

The personal care provided by the successful applicant(s) shall be rendered by qualified and trained employees or contracted caregivers under the supervision of the manager or designee. The services shall be provided as requested by the client or client's representatives, and authorized by FCSP Coordinator, in accordance with these rules and the service plan.

In compliance with OAR 333-536-0070 (2)(3)(4):

- i. Caregivers must be at least eighteen (18) years of age and shall have sufficient communication and language skills to enable them to perform their duties and interact effectively with clients and other applicant(s) staff.
  - ii. Caregivers shall complete an applicant(s)-specific orientation, conducted by the agency manager or designee, before independently providing services to clients.
  - iii. Caregivers shall complete appropriate training before independently providing services to clients.
- C. Level 3: Day Respite Center:** A place where planned activities for the day that are appropriate for adults with or without dementia-related illnesses. Successful applicant(s) provides supervised out-of-home care on a ½ day or full day basis. An example of a place could be a memory care community center at a licensed facility such as an assisted living facility, or an adult day service center. Staff is generally trained to provide direct care and supervision.

Any Day Center responding will be in compliance with OAR 411-066 Registration and Certification Standards for Adult Day Services Programs.

### **3.5 RESPITE CARE PROGRAM ADMINISTRATION**

- A.** The Family Caregiver Support Program Coordinator (FCSP-Coordinator) determines service need by conducting an assessment. The purpose of the assessment is to:
  - i. Determine the needs and preferences of the care receiver and caregiver as to the type of respite care required.
  - ii. Determine the functional and health status of the care receiver and caregiver.
  - iii. Identify appropriate options of care.
  - iv. Develop a service plan.
- B.** The FCSP-Coordinator shall authorize service tasks and hours after conducting a comprehensive client assessment. The coordinator will provide the successful applicant(s) with a description of the client and instructions regarding the type and hours of service authorized by fax, e-mail, or telephone. In the case of telephone contact, FCSP-Coordinator shall provide written confirmation of the authorized service tasks and hours.
- C.** Service authorization for In-home respite shall be in hourly increments per visit for Home Care and ADL/Personal Care services. Successful applicant(s) may round visits to the closest  $\frac{1}{4}$  hour. Out-of-home respite care will be authorized per visit – full day or half day as appropriate.
  - i. When the unit of respite is an hour, the successful applicant(s) shall bill one-quarter hour increments for services rendered.
  - ii. When the unit is one day, the successful applicant(s) shall bill full hour increments for half/full day services rendered.

### **3.7 RESPITE CARE SERVICE DELIVERY PLANS AND CLIENT RECORDS**

- A.** Respite care shall be provided within the appropriate standards for that particular level of service; e.g., respite personal care providers shall operate under Personal Care Services Standards.
- B.** In addition to records maintained regularly by successful applicant(s), the successful applicant(s) shall keep a record of each person. At a minimum, the record must contain:

Name, address, and telephone number of client.

  - i. Case management description of client.
  - ii. Case management services authorization and care plan.
  - iii. Case management correspondence regarding the client.
  - iv. Physician's address and telephone number.
  - v. Client's individual service delivery plan.

- C. The successful respite care service applicant(s) shall develop and maintain a service delivery plan for each client receiving services from them. The service delivery plan shall be based on the client's care plan developed by the FCSP-Coordinator and shall incorporate the service authorization and client need description provided by them. At a minimum it shall include:
  - i. The work schedule.
  - ii. Any pertinent client information, such as personal preferences or habits.
  - iii. How it will monitor the continuing respite care needs of the Caregiver client and report changes to FCSP-Coordinator.
  - iv. How it will evaluate the effectiveness of the personal tasks being performed.
  - v. How it will assess the Caregiver and Care Recipient's satisfaction with the services being performed.
- D. The successful respite care service applicant(s) shall provide the authorized services for all clients referred by FCSP-Coordinator. It shall assign appropriate workers and begin services authorized in all cases referred as follows:
  - i. Within five (5) work days from referral on non-emergency cases.
  - ii. Provide a back-up worker if the regular worker cannot or does not keep a scheduled service appointment.

### **3.8 RECORDS, REPORTS AND PROCEDURES**

Successful applicant(s) will establish a record and reporting system to compile program and fiscal information to facilitate internal and external monitoring and evaluation. Monthly reports to CCSS will be submitted in a format agreed to by CCSS.

- A. Accounting Requirements. Successful applicant(s) agrees to reimburse County for any funds received by Successful applicant(s) for costs which are disallowed by United States Health & Human Services (HHS) for Older American's Act programs, when the disallowance is related to Successful applicant(s) actions. Reimbursement shall be made within ten work days of receipt by the Successful applicant(s) from the County of a copy of the notice of disallowance.
- B. Client Fees – Program Income. No fees shall be assessed, or charges made to clients by the Successful applicant(s) for services provided under this contract.

- C. Criminal Records and Abuse Checks. Successful applicant(s) 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 successful applicant(s); volunteers of the successful applicant(s); employees and volunteers of successful applicant(s)'s subcontractors and direct care providers of clients for which successful applicant(s) provides service authorization.
- D. Audit Requirements. For work performed on an hourly or cost reimbursement basis, the successful applicant(s) shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the successful applicant(s).
  - i. Successful applicant(s) shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200 Subpart F. Successful applicant(s) expenditures of \$750,000 or more in Federal funds for fiscal years beginning after 12/26/2014 require an annual Single Audit. Successful applicant(s) is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the Successful applicant(s)'s fiscal year end or 30 days after issuance of the reports, whichever is sooner.

### **3.9 CONFIDENTIALITY OF CLIENT INFORMATION**

- A. All information as to personal facts and circumstances 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 enrolled recipient, his/her attorney, or his/or her parent or legal guardian, except as may be required by County, the Division, or as directed by the court. However, nothing prohibits the disclosure of information in summary, statistical or other form which does not identify particular individuals.
- B. The use or disclosure of information concerning recipients shall be restricted to the administration of the contract. Confidentiality policies apply to all requests from outside sources.

### **3.10 USE OF FEDERAL FUNDS**

Successful applicant(s) certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Successful applicant(s), to any person for influencing or attempting influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, the Successful applicant(s) agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying".
- C. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **3.11 Miscellaneous Applicant Requirements**

- A. Recruit, select and maintain adequate numbers of qualified staff to provide services required under the contract.
- B. Familiarize staff with CCSS policies, procedures, and in-home service requirements.
- C. Provide authorized services for each eligible person referred to applicant. Services must be provided within the maximum number of hours authorized by CCSS. Provisions of services will be available twenty four (24) hours per day, seven (7) days per week, per full calendar year.
- D. Promptly assign and begin services as indicated in all cases referred as specified in Home Care and Personal Care Service Standards.
- E. Notify the FCSP-Coordinator by noon the following day if the client refuses to accept services.
- F. Submit invoice for CCSS referred clients on CCSS approved form to CCSS/ADS Contracts Specialist at the administrative office within 10 days after the end of the month in which services were provided. The invoice will indicate the month services were provided, the clients for whom

services were provided, the type and numbers of units of service authorized, the type and numbers of units of service provided, and the amount being billed. CCSS will use its best efforts to make payment to successful applicant(s) within 21 days after receipt of an accurately completed invoice.

### **3.12 On-site Monitoring and Assessment**

- A.** The successful applicant(s) will provide information and documents as requested by CCSS/ADS. This information may include the client's records (OAR 333-536-0085), client's nursing services (OAR 333-536-0080) quality improvement records (OAR 333-536-0090) protective service investigation findings (OAR 333-536-0040), organization, administration, and personnel (OAR 333-536-0050) along with other areas as defined in the State of Oregon DHS Public Health, In-Home Care Agencies (OAR 333-536-0000 through 333-536-0095). This information will be received by CCSS/ADS within five (5) working days, unless determined to involve client safety, well being or protective service investigation in which the information will be received within twenty four (24) hours.
- B.** The successful applicant(s) will cooperate with any CCSS quality assurance visits regarding monitoring of contract content, statement of work, and assessment of services.
- C.** The successful applicant(s) will participate in client conferences with CCSS FCSP-Coordinator, as requested and as defined in the contract.
- D.** The successful applicant(s) will complete an annual self evaluation / assessment of the In-Home Care Agency's internal program delivery as defined in the CCSS contract and Public Health OARs. Evaluation will include a survey of client's satisfaction with the In-Home Care Agency's services, CCSS/ FCSP-Coordinator / supervisors and input from the In-Home Care Agency's Supervisors, APCAs and AHCSs. This information will be presented to CCSS within fourteen (14) days of the completion of the self-evaluation.
- E.** The successful applicant(s) will operate a business office within one hour's commute of the CCSS/ADS office in Oregon City, and within local telephone coverage of Clackamas County.

## **SECTION 4 / APPLICATION REQUIREMENTS**

### **4.1 Overview**

Applications must be submitted using only 8 ½" x 11" white paper. Applications should be typed but without art work, unusual printing or other materials not essential to the utility and clarity of the applications. **One (1) original and four (4) copies of the application must be submitted.** Submissions in response to this RFA must be in the form of an Application Package containing the Application and all required supporting information and documents, and must be contained in a sealed envelope addressed to the Contract Specialist (Stefanie Reid-Danielson) and clearly marked "**APPLICATION TO RFA #2016-2.0.**" Applications will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFA. Only those applications that include complete information as required by this RFA will be considered for evaluation.

## **4.2 Application**

The application should show the organization and methodology for delivery of required services to meet minimum qualifications as outlined in Section 2.0.

The applicant must also explain the service delivery method with the tasks to be performed to achieve program objectives as outlined in Sections 3.3 and 3.4.

The applicant should detail rates for each service level applicant is responding to. Hourly rates for in-home respite services and half-day and/or full-day rates for out-of-home respite programs. Rates are subject to negotiation during contract award process.

## **SECTION 5 - APPLICATION EVALUATION**

Applications must be complete at the time of submission and include the required number of copies. Department will conduct a comprehensive and impartial evaluation of the applications received. Applicants must successfully meet all requirements of the application packet to contract with CCSS. It is CCSS's intent to offer a contract to each applicant who meets the minimum qualifications and requirements as stated in this RFA.

### **5.1 Pass/Fail Items**

The items listed below will be scored on a pass/fail basis:

- Application Format and Length
- Application Cover Sheet
- Organizational Capacity, Fiscal Stability, Rate Schedule
- DUNS number and State License

## SECTION 6 / SOLICITATION SCHEDULE & PROCEDURES

### 6.1 Schedule

RFA Period Opens	March 7, 2016
RFA Questions Due by 4pm	March 21, 2016
RFA Answers Returned by Noon	March 28, 2016
RFA Closes 4pm	April 7, 2016
Contract Award Notification by 4:00pm	April 18, 2016
Appeal Period	April 19 - 26, 2016
Contracts Issued	May 1, 2016

### 6.2 Closing Date for Submittal of Applications

The CCSS/ADS Contract Specialist must receive Applications, no later than **4:00 p.m., local time, on April 7, 2016** at Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045. Applications received after closing date and time are late and will not be accepted. Postmarks will not be considered. **Please address applications** to the attention of **Stefanie Reid-Danielson, Social Services ADS Contract Specialist**.

### 6.3 Questions Relating to This RFA

Questions about this RFA document or the solicitation process must be submitted in writing. Faxes are acceptable (must include Applicant fax number) and must arrive at the Issuing Office by 4:00pm on **March 21, 2016**. Notification of any substantive clarifications provided in response to any question will be sent to all applicants.

### 6.4 Reservation of CCSS Rights

CCSS reserves all rights regarding this RFA, including, without limitation, the right to:

- A.** Amend or cancel this RFA without liability if it is in the best interest of the public to do so;
- B.** Reject any and all applications received by reason of this RFA upon finding that it is in the best interest of the public to do so,
- C.** Waive any minor informality,
- D.** Seek clarification of each application,
- E.** Reject any application that fails to substantially comply with all prescribed solicitation procedures and requirements,
- F.** Negotiate the statement of work within the scope of work described in this RFA,
- G.** Amend or extend the term of any contracts that are a result of this RFA;

- H. Engage applicants by selection or procurement for different or additional services independent of this RFA process and/or any contracts/agreements entered into pursuant hereto,
- I. Amend or extend the contract for additional time or dollars and to negotiate any future rate increases,
- J. Amend statement of work to delete or add any services within the scope of services stated in this application, or any combination of the foregoing.

## **6.5 RFA Addendum**

Any interpretation, correction or change to this RFA will be made by written addendum. Interpretations, corrections or changes to this RFA made in any other manner will not be binding, and applicants shall not rely upon such interpretations, corrections or changes.

## **6.7 Withdrawal**

If an applicant wishes to withdraw a submitted application, it must be withdrawn prior to the application due date. A written request to withdraw must be signed by the applicant and submitted to the name and address specified in Section 6.2, above.

## **6.8 Release of Information**

No information shall be given to any applicant (or any other individual) relative to their standing with other applicants during the RFA process.

## **6.9 Public Information**

All applications are public information after the applications have been opened. However, copies of applications will not be provided until the evaluation process has been completely closed. Any person may request copies of public information. Requests for copies of public information must be in writing. The general per-page fee is \$1.00 for the first page, and .10 for each additional page will be assessed, and the CCSS/ADS Contracts Specialist must receive payment before copies will be delivered to the requestor. If any part of an application is considered a trade secret, the applicant must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.501(2) and 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

## **6.10 Cost of Applications**

All costs incurred in preparing and submitting an application in response to this RFA will be the responsibility of the applicant and will not be reimbursed by CCSS/ADS.

## **6.11 Recyclable Materials**

Agencies shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

## **6.12 Term of Contract and Renewal**

Initial term of the contract shall be effective July 1, 2016 and shall terminate June 30, 2017. Pending satisfactory performance, this contract may be renewed annually for up to four additional years.

## **6.13 Contractual Obligation**

All applicants who submit an application in response to this RFA understand and agree that CCSS/ADS is not obligated thereby to enter into a contract with any applicant and, further, has absolutely no financial obligation to any applicant.

## **6.14 Contract Documents**

The final contract will be based on the contract form, which is attached as Attachment B to this RFA, and will include all exhibits and attachments identified in the contract, including this RFA and the successful Applicant's application. The terms and conditions included in Attachment B, other than Exhibit 1, Scope of Work and Performance Standards & Guidelines for Services, are not subject to negotiation.

## ATTACHMENT A - Application Cover Sheet

<b>Applicant Information</b>
------------------------------

Organization Name: \_\_\_\_\_

Organization's FEIN (Federal Employer Identification Number): \_\_\_\_\_

Organization's DUNS (Dunn and Bradstreet number): \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Applicant in any negotiations and sign any Personal Services Contract that may result, if different from Primary Contact above:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Provide at least three references with telephone numbers** (please verify numbers). References must be able to verify the quality of your previous work in the proposed area of work.

<b><u>REFERENCE No. 1:</u></b> Organization Name: _____  Contact Person: _____  Project Title: _____	Telephone: _____  Fax: _____  Email: _____
<b><u>REFERENCE No. 2:</u></b> Organization Name: _____  Contact Person: _____  Project Title: _____	Telephone: _____  Fax: _____  Email: _____
<b><u>REFERENCE No. 3:</u></b> Organization Name: _____  Contact Person: _____  Project Title: _____	Telephone: _____  Fax: _____  Email: _____

By signing this page and submitting an application, the official verifies that the following statements are true:

1. No attempt has been made or will be made by the Applicant to induce any other person or organization to submit or not submit an application.
2. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin.
3. Information and costs included in this application shall remain valid for ninety- (90) days after the application due date or until a contract is approved, whichever comes first.
- 4, The Applicant will be required to complete a Personal Services Contract (**as shown in the Sample Personal Services Contract, Exhibit B of this RFA**).

The statements contained in this application are true and complete to the best of the Applicant's knowledge and accepts as a condition of the contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

(Official Authorized to Bind Applicant)

**\*\*\* THIS PAGE MUST BE THE TOP PAGE OF THE APPLICATION \*\*\***

**Attachment B - Sample Contract Form**

AGENCY SERVICES CONTRACT DOCUMENTS

FOR

**Family Caregiver Support Program  
Respite Services  
Fiscal Year 2016-17**

BOARD OF COUNTY COMMISSIONERS

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

\_\_\_\_\_

-----

Don Krupp  
County Administrator

CONTRACT FOR SERVICES

Between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

And

XX

For Fiscal Year 2016-2017

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## AGENCY SERVICE CONTRACT

This contract ("Contract") is between Clackamas County acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY" and \_\_\_\_\_, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

A. Scope of Work and Performance Standards and Guidelines for Services are contained in Exhibit 1. Agency agrees to accomplish the following work under this Contract:

1. Level 1: Respite Care – Home Care/Light Assistance: Provides companionship, supervision, meal preparation, recreation and socialization, and light assistance in activities of daily living to the care receiver.
2. Level 2: Respite Care-Personal Care Assistance: Provides in-home services by a caregiver meeting the requirements in OAR 333-536-0070 (2)(3)(4). In compliance with OAR 411-030-0050 (1)(2)(3) the provision of personal care services requires a COUNTY Family Caregiver Support Program assessment of services needed. The In-home RN Supervisor will develop the service plan and determine the appropriate caregiver.
3. Level 3: Day Respite Care: Day respite programs meeting the requirements in OAR 411-066. Provides supervised out-of-home respite care on a ½ day or full day basis. Programming includes planned activities that are appropriate for adults with or without dementia-related illnesses.

B. Services required under the terms of this Contract shall commence July 1, 20XX and shall terminate June 30, 20XX. Pending satisfactory performance, this Contract may be renewed in one (1) year increments for up to four (4) additional years.

### II. COMPENSATION AND RECORDS

A. Compensation.

1. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I on a unit rate reimbursement basis, as described in Exhibit 1 attached hereto.
2. The maximum compensation allowed under this contract is \$XXXXXX in Older Americans Act ("OAA"), Title III-E funding for the service elements and amounts specified in Exhibit 2 attached hereto.
3. Actual costs for each service category may vary according to COUNTY's authorization, however, funding for all services shall not exceed the total costs of \$XXXXXXXXXX in OAA funding, as specified in this contract.
4. The COUNTY's obligation to reimburse AGENCY is expressly contingent upon COUNTY receiving OAA funding from the State of Oregon, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by the State of Oregon for this program. Reimbursement is also contingent upon AGENCY meeting all conditions (performance standards and criteria) set forth in this contract. Final reimbursement will be withheld pending submission and approval of all required reports as listed in B(1)(a) through B(1)(e) below.

B. Method of Payment.

1. To receive payment, the AGENCY shall submit monthly the following reports to the COUNTY:
  - a. Program/Client summary
  - b. Financial summary – Reimbursement Request
  - c. Additional financial/service reports for the administration of this contract, as required by the COUNTY
2. AGENCY shall submit monthly reimbursement requests in a format designated or approved by COUNTY. Monthly reimbursement requests are due by the 10th of the month following the period in which services were delivered.
3. Withholding of Contract Payments: AGENCY's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
  - a. Reducing or withholding payment;
  - b. Requiring the AGENCY to perform, at the AGENCY's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

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.

E. The COUNTY Project Manager shall be the ADS Contract Specialist, or such other person as shall be designated in writing to the AGENCY by the Director of the Social Services Division ("Project Manager"). 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 in writing to the COUNTY one or more representatives who shall be authorized to sign the invoices and accompanying program activity reports and to be the AGENCY representative in matters relating to this contract.

### 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. Special Federal Requirements: Agency shall comply with the federal terms and conditions as outlined in Exhibit 4 - Federal Terms and Conditions, and incorporated herein.
- 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. COUNTY's consent to any subcontract shall not relieve AGENCY of any of its duties or obligations under this contract.
- D. AGENCY certifies that it is an independent Agency 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. AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described under this Contract. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in Section 32 of this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
1. Termination of this Contract, in whole or in part;
  2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
  3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- F. AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
  3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
  4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- G. AGENCY is a sole proprietor or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the AGENCY has the assistance of other persons in performance of this contract, the AGENCY shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.
- H. 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. COUNTY, the AGENCY and sub-Agency, if there is one, will share information as necessary to effectively serve mutual clients.
- I. Nondiscrimination: AGENCY agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. AGENCY shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- J. By signature on this contract, AGENCY certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988." By signature on this contract, AGENCY hereby swears/ affirms, under penalty of perjury as provided in ORS 350.385(6) that to the best of AGENCY's knowledge AGENCY is not in violation of any of the tax laws described in ORS 305.380(4).
- K. Criminal Records and Abuse Checks. AGENCY agrees to meet provider 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 AGENCY; volunteers of the AGENCY; employees and volunteers of AGENCY's subcontractors and direct care providers of clients for which AGENCY provides service authorization
- L. Mandatory Reporting of Elder Abuse. AGENCY 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 AGENCY's clients to whom the AGENCY provides services

IV. GENERAL CONDITIONS

A. Indemnity. The AGENCY agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney’s fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

B. Insurance. During the term of this contract, Agency shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

Required by COUNTY                       Not required by 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 \$1,000,000 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.

2. Commercial Automobile Insurance

Required by COUNTY                       Not required by 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 \$1,000,000. The COUNTY, at its option, may require a complete copy of the above policy.

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 \$1,000,000 combined single limit per occurrence /\$2,000,000 general annual aggregate for malpractice or errors 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. 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.

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. Coverage 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, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  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 insured's 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/or continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be amended 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.
5. If AGENCY 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.

- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and ORS279.220 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, partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness or 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 the 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.

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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

F. Certification for Contracts, Grants, Loans and Cooperative Agreements. The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the AGENCY, to any person for influencing or attempting to influence an officer or employee of any AGENCY, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any AGENCY, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-III "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 Performance Standards
- Exhibit 2 Budget
- Exhibit 3 General Terms and Conditions
- Exhibit 4 Federal Terms and Conditions
- Exhibit 4 Agency Information

AGENCY

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

\_\_\_\_\_

By: Name & Title

Signing on Behalf of the Board

\_\_\_\_\_

Date

\_\_\_\_\_

Richard Swift, Director  
Health, Housing, & Human Services

\_\_\_\_\_

Street Address

\_\_\_\_\_

City/Zip

\_\_\_\_\_

Date

\_\_\_\_\_

Phone Number

Fax #

\_\_\_\_\_

Tax ID Number

\_\_\_\_\_

DUNS Number

## EXHIBIT 1

### SCOPE OF WORK AND PERFORMANCE STANDARDS AND GUIDELINES FOR SERVICES

#### I. SCOPE OF WORK

- A. Purpose of Services
- B. Description of Service Delivery System
- C. Identification of the Target Population
- D. County Family Caregiver Support Program

#### II. PERFORMANCE STANDARDS

- A. Level 1: Respite Care - Home Care/Light Assistance
- B. Level 2: Respite Care - Personal Care Assistance
- C. Level 3: Day Respite Center

SCOPE OF WORK AND PERFORMANCE STANDARDS  
AND GUIDELINES FOR SERVICES

I. SCOPE OF WORK

- A. Purpose of the Services. The purpose of FCSP respite care is relief for families or other unpaid caregivers. In-home and out-of-home respite care may be provided on an hourly or daily basis, including twenty-four (24) hour care for several consecutive days. The range of tasks to be provided by respite care workers may include supervision, companionship, and personal care services, usually provided by the primary caregiver. Services appropriate to the needs of individuals with dementia-related illnesses are also appropriate.
- B. Description of Service Delivery Program.
1. The AGENCY is a twenty-four (24) hour, seven (7) day a week service AGENCY. After business hours, weekends and holidays the client/care provider may reach a supervisor or staffing coordinator by dialing the regular phone number; an answering service will take the reason for the call and inform the caller that their call will be immediately forwarded to either the staffing coordinator or on-call R.N. supervisor (who both carry pagers) depending on the nature of the call.
  2. The County FCSP Coordinators request and authorize in-home services from the AGENCY for identified clients. Authorizations will be for a minimum of one and a half (1.5) hours per visit for Home Care and ADL/Personal Care services. AGENCY may bill for a minimum of 1.5 hours per visit and round to ¼ hour increments. Exceptions to these minimums may be made with mutual agreement between AGENCY and the COUNTY.
  3. Upon verbal receipt of client data and authorization for services by Staffing Coordinator AGENCY's plan is:
    - a. Staffing Coordinator contacts the client and/or responsible party by phone for introduction and confirmation of services to be delivered. Possible times of service delivery will also be discussed at this time.
    - b. Staffing Coordinator informs the appropriate supervisor (R.N. for Respite Level 2 ADL/Personal Care or Home Care Supervisor for Respite Level 1 Home Care) of the new client and the authorized services.
    - c. R.N. Supervisor for Respite Level 2 ADL/Personal Care will visit the client and perform R.N. assessment prior to the start of care in order to establish the plan of care that will be signed and then forwarded to the COUNTY'S FCSP Coordinator. This will be reviewed every 180 days and submitted to the COUNTY'S FCSP Coordinator. If a hospitalization or other event occurs that changes the Caregiver Client status and needs, the care plan will be reviewed, updated and forwarded to the COUNTY'S FCSP Coordinator. The AGENCY

may bill up to one (1) hour at the RN Service rate for each initial assessment, however reassessments, required at 180 day intervals, may not be billed.

- d. The client who is authorized for Respite Level 1 home care services only will be visited by the home care supervisor within ten (10) working days. The plan of care or task list for home care will be established with a copy left in the home with appropriate flow sheets. The task list will be reviewed every 180 days. The AGENCY may bill up to two (2) hours at the Home Care rate for each initial home visit, however subsequent home visits, required at 180 day intervals, may not be billed.
  - e. Staffing Coordinator will contact the assigned care provider with the necessary information regarding client services. R.N. Supervisor may also contact the Respite Level 2 ADL/Personal Care aide if the client's condition needs further explanation or the care plan requires special attention due to the condition of the client.
5. AGENCY reserves the right to refuse service to any client if his/her home is warranted to be an unsafe workplace for AGENCY's field staff.
  6. AGENCY will endeavor to assign each client with acceptable field staff. In some cases a given client-aide match is not workable. In such cases, the AGENCY will attempt to change the aide assignment. If, after three attempted matches, acceptable staffing has not been achieved, the AGENCY reserves the right to refuse to staff that client. Such a determination will be made by the program manager or designee, in consultation with the client's FCSP Coordinator.
  7. AGENCY reserves the right to reassign an aide when a client repeatedly refuses service or is not home at scheduled time of service.
  8. AGENCY shall not be responsible for routine damage due to normal wear and tear of clients' property. AGENCY shall supply a procedure to clients who wish to hold the AGENCY responsible for repair or replacement costs due to AGENCY staff negligence. The AGENCY may accept responsibility for all or part of said costs only if the procedure is followed.
  9. AGENCY shall furnish a Service Understanding to all clients stating the client's responsibilities in receiving service. The Service Understanding shall specify the items listed in 5-9 above.
  10. AGENCY shall provide procedure for handling medical emergencies to Caregiver client.
  11. AGENCY shall notify OAA-FCSP Coordinator of any medial issues that arise.

C. Identification of the Target Population. Clients eligible to receive services from AGENCY under this contract are OAA-FCSP eligible Caregivers, and receive active, continuous FSCP care coordination from COUNTY. Priority is given to Caregivers with the greatest social and/or economic need with particular attention to low-income older minority individuals and residents of rural communities with limited access to respite services.

Respite services may only be provided to those individuals who have been assessed to be OAA-FCSP eligible, in need of a service provided, and are included in one of the following groups:

1. Caregiver of any age who is the primary caregiver of a person age 60 or older.
2. Caregiver of any age is are the primary caregiver of a person of any age with Alzheimer’s disease or other dementia.
3. Older caregiver caring for their own adult child with disabilities where the child (care recipient) is 60 years of age or older.
4. Relative caregiver age 55 or older, who cares for an adult child, 19 years or older, who is disabled and is financially dependent on their relative caregiver.

D. COUNTY’s FCSP Coordinator responsibilities must be accomplished in order for AGENCY to meet its obligations within the contract. The following are performance standards and the elements contained in the standards:

Performance Standard

1. To authorize Respite Level 1, 2 or 3 services for eligible Clackamas County residents.

Elements:

- 1a. Performs initial in-take assessment which results in the following:
  - a. Determining client eligibility
  - b. Case Plan development
  - c. Authorization of AGENCY respite services within 5 working days of In-take
- 1b. Telephones AGENCY to verbally authorize services for new client and gives complete information as required. See attached sample form. Faxes initial information, including authorization for services.
- 1c. Mails a copy of the initial services authorization form to client and AGENCY via USPS, or e-mail, within 5 working days, and retains one for COUNTY client record.
- 1d. In COUNTY client files, keeps copy of written case plan which contains:
  - a. Completed Family Caregiver Intake form
  - b. Service determination
  - b. Plan to address Caregivers needs
  - c. Authorization for Respite services
  - d. Objectives to be achieved by specific service activities
  - f. Description of who will be responsible for carrying out each component of the plan
2. Perform home visit, or intervention, to solve specific problems identified by AGENCY which prevent or suspends respite service provision.

## II. PERFORMANCE STANDARDS

### A. RESPITE LEVEL 1 HOME CARE

Performance Standard 1: To provide contracted hours of Respite Level 1 Home Care for COUNTY FCSP clients

Elements:

- 1a. Client records are set up for all Home Care clients. 100% of clients have records.
- 1b. Home Care Supervisor or designee conducts client home visit to develop respite care plan or task list within ten (10) working days of initial service authorization. 95% compliance required.
- 1c. Home Care Supervisor or designee conducts conference with home care aide during which care plan information is provided. 95% compliance required.
- 1d. Supervisor assessment is provided to Caregiver clients within 10 working days from verbal referral from County FCSP Coordinator. Home care aide services are provided within 5 working days of assessment. AGENCY endeavors to provide services within 24 hours on urgent cases. 90% compliance required.
- 1e. Percentage of authorized versus served hours will be at least 80%. Refer to itemized monthly billing sample form to COUNTY.

Performance Standard 2: To evaluate client condition and quality of service provided.

Elements:

- 2a. Client Records are kept complete and current, reflecting client status and tracking relevant interaction with client, AGENCY personnel and County FCSP Coordinator. All entries are dated and legible and all forms are attached or secured. 90% compliance required.
- 2b. Home Care Supervisor or designee will conduct aide supervisory and home evaluation visits at least every 180 days following the initial visit. The need for repeat home evaluation will be based on Clients utilization of Respite hours. 85% compliance required.

Performance Standard 3: To keep County FCSP Coordinator informed of client conditions and conformance to authorized versus served requirements.

Elements:

- 3a. Copy of Care Plan is sent to County FCSP Coordinator within 21 calendar days of Annual assessment visit. 95% compliance required.

- 3b. FCSP Coordinator is notified by Home Care Supervisor or designee of results of evaluation visits and Home Care Aide reports of client related issues/ concerns within 5 working days of evaluation. 90% compliance required.
- 3c. Urgent client related issues/concerns will be phoned to COUNTY and written documentation from AGENCY will follow within one (1) working day. 95% compliance required.
- 3d. Home Care Supervisor or designee will attend scheduled staffing/meetings with County FCSP Coordinator, Program Manager & ADS Contracting staff. 90% compliance required.

**B. Level 2: Respite Care-Personal Care Assistance**

Performance Standard 1: To provide contracted hours of Level 2: Respite Care - Personal Care for County FCSP clients

Elements:

- 1a. Client records are set up for all Level 2: Respite Care Personal Care clients. 100% of clients have records.
- 1b. Prior to start of service an R.N. evaluation will be conducted with the client where a Level 2: Respite Care Plan is established. 100% compliance required.
- 1c. Personal Care Supervisor or designee conducts conference with aide during which Level 2: Respite Care Plan information is provided. 95% compliance required.
- 1d. An R.N. evaluation will be conducted within 5 working days of verbal authorization from County FCSP Coordinator. Aide services are provided to client within 5 working days of written authorization on non-urgent cases. AGENCY endeavors to provide services within 24 hours on urgent cases. 90% compliance required.
- 1e. Percentage of authorized versus served hours will be at least 80%. Refer to itemized monthly billing to COUNTY.

Performance Standard 2: To evaluate client condition and quality of care provided.

Elements:

- 2a. Client Records are kept complete and current, reflecting client status and tracking relevant interaction with client, AGENCY personnel and County FCSP Coordinator. All entries are dated and legible and all forms are attached or secured. 90% compliance required.

- 2b. R.N. Supervisor will perform home evaluation and aide supervisory visits at least every ninety (90) to one hundred eighty (180) calendar days to assess quality of service and condition of client, and to update the Level 2: Respite Care Plan. The need for repeat home evaluation will be based on Clients utilization of Respite hours.  
95% compliance required.
- 2c. Personal Care Plans will be updated, sent to physician for information, and distributed to COUNTY and AGENCY client records, as appropriate.  
95% compliance required.

Performance Standard 3: To keep County FCSP Coordinator informed of client conditions and conformance to authorized versus served requirements.

Elements:

- 3a. Copies of initial and updated Level 2: Respite Care Plan are sent to County FCSP Coordinator within 21 calendar days of verbal authorization or evaluation visit respectively. 95% compliance required.
- 3b. FCSP Coordinator is notified by Personal Care Supervisor or designee of changes to Level 2: Respite Care Plan that affect provided services within 5 working days.  
90% compliance required.
- 3c. Urgent client related issues/concerns will be phoned to COUNTY and written documentation from AGENCY will follow within one (1) working day.  
95% compliance required.
- 3d. Personal Care Supervisor or designee will attend scheduled staffing/meetings with County FCSP Coordinator, Program Manager & ADS Contracting staff. 90% compliance required.

### C. Level 3: Day Respite Center

Performance Standard 1: To provide contracted days of respite for FCSP authorized participants.

Elements:

- 1a. Client records are set up for all Day Respite clients. 100% of clients have records.
- 1b. Day Respite Program Supervisor or designee conducts conference with Caregiver during which plan is developed for Care Recipient attendance at program. 95% compliance required.
- 1c. Written plan is provided to Caregiver clients within 5 working days from conference. 90% compliance required.
- 1d. Percentage of authorized versus served days will be at least 80%. Refer to itemized monthly billing sample form to COUNTY.

EXHIBIT 2

BUDGET & FORMS

- I. ESTIMATED REVENUE
- I. HOURLY RATE FOR SERVICES
- II. SAMPLE AUTHORIZATION FORM
- III. SAMPLE BILLING DETAIL FORM

I. ESTIMATED REVENUE

AGENCY: \_\_\_\_\_

NAME OF SERVICE: \_\_\_\_\_

SOURCE: Federal Older Americans Act Title III-E

DESCRIPTION: Family Caregiver Support Funds

NOT TO EXCEED AMOUNT: \$ \_\_\_\_\_

II. RATE FOR SERVICES

Respite Companionship:

Respite Home Care:

Respite Personal Care:

Day Respite:

Full Day RATE

Half Day RATE

SAMPLE

OAA - FCSP Respite Authorization

Respite Provider Name :	Gentog
Adress	Beaverton Ore
Phone Number	503-987-4561
Contact Person	Mary Martin
Caregiver Client Name	Jane Smith
Care Recipient Name:	Jon Smith
Caregiver Phone Number	503-123-4567
Type: Cell, Home, Work	
Authorization Date	2/1/2016 thru 6/30/16
Respite Care Level	Level 3: Day Respite Center
Maximum Allowed	XX days @ \$X/day
Authorized by:	J Jungenberg
Phone	503-524-5724
Email	<a href="mailto:jjungenber@co.clackamas.or.us">jjungenber@co.clackamas.or.us</a>

**FCSP Monthly Day Respite Billing Detail - SAMPLE**

Agency Name: Amazing Adult Day Respite

Month Ending: 12/31/2016

CLIENT NAME	Authorized No. of 1/2 Days	Actual No. of 1/2 Days	Daily Cost	Authorized No. of Full Days	Actual No. of Full Days	Daily Cost	TOTAL	
John Doe	3	2	\$100.00			\$0.00	\$100.00	
James Sam			\$0.00	5	2	\$180.00	\$180.00	
			\$0.00			\$0.00	\$0.00	
<b>Total New Charges</b>	<b>3</b>	<b>2</b>	<b>\$100.00</b>	<b>5</b>	<b>2</b>	<b>\$180.00</b>	<b>\$280.00</b>	
<b>Late Billing</b>								
Jane McMouse (Nov 2016)			\$0.00	5	5	\$450.00	\$450.00	
			\$0.00			\$0.00	\$0.00	
<b>Total Late Billed</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>5</b>	<b>5</b>	<b>\$450.00</b>	<b>\$450.00</b>	
<b>GRAND TOTAL BILLED</b>			<b>\$100.00</b>				<b>\$630.00</b>	<b>\$730.00</b>

**FCSP Monthly In Home Respite Billing Detail - SAMPLE**

Agency Name: Amazing In Home Agency

Month Ending: 12/31/2016

CLIENT NAME	Auth Level 1	Actual Level 1	Hourly Cost	Auth Level 2	Actual Level 2	Hourly Cost	GRAND TOTAL	
John Doe	3	2	\$35.50			\$0.00	\$35.50	
James Sam			\$0.00	5	2	\$53.00	\$53.00	
			\$0.00			\$0.00	\$0.00	
<b>Total New Charges</b>	<b>3</b>	<b>2</b>	<b>\$35.50</b>	<b>5</b>	<b>2</b>	<b>\$53.00</b>	<b>\$88.50</b>	
<b>Late Billing</b>								
James Sam (Nov 2016)			\$0.00	5	3	\$79.50	\$79.50	
			\$0.00			\$0.00	\$0.00	
<b>Total Late Billed</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>5</b>	<b>3</b>	<b>\$79.50</b>	<b>\$79.50</b>	
<b>GRAND TOTAL BILLED</b>			<b>\$35.50</b>				<b>\$132.50</b>	<b>\$168.00</b>

EXHIBIT 3

Standard Terms and Conditions

1. **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, AGENCY shall in writing request County to resolve the conflict. AGENCY shall specify if the conflict(s) create a problem for the Services required under the Contract.
2. **Governing Law, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Contract shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable Contract and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Contract.
3. **Compliance with Law.** Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the implementation of the project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. This Section shall survive expiration or termination of this Contract.

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**EXHIBIT 4**  
**Required Federal Terms and Conditions**

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, AGENCY shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to AGENCY, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- a. Miscellaneous Federal Provisions.** AGENCY shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- b. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then AGENCY shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- c. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then AGENCY shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d. Energy Efficiency.** AGENCY shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

- e. Truth in Lobbying.** By signing this Contract, the AGENCY certifies, to the best of the AGENCY's knowledge and belief that:
- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Contract, the AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c.** The AGENCY shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all AGENCYS and subcontractors shall certify and disclose accordingly.
  - d.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e.** No part of any federal funds paid to AGENCY under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f.** No part of any federal funds paid to AGENCY under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer

product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to AGENCY under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- f. HIPAA Compliance.** To the extent that any Work or obligations of AGENCY related to this Contract are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY must comply. AGENCY shall determine if AGENCY will have access to, or create any protected health information in the performance of any Work or other obligations under this Contract. To the extent that AGENCY will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Contract, AGENCY shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between 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. To the extent that AGENCY is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Contract, AGENCY shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b. Data Transactions Systems.** If AGENCY intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, AGENCY shall execute an EDI Trading Partner Contract and shall comply with EDI Rules.
- c. Consultation and Testing.** If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY Program Manager. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY testing schedule.
- d. Business Associate Requirements.** AGENCY and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

- g. Resource Conservation and Recovery.** AGENCY shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et.

seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**h. Audits.**

- a. AGENCY shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited to, the Uniform Administrative Requirements found at 2 CFR 200.

**i. Debarment and Suspension.** AGENCY shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**j. Drug-Free Workplace.** AGENCY shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) AGENCY certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in AGENCY's workplace or while providing services to DHS clients. AGENCY's notice shall specify the actions that will be taken by AGENCY against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, AGENCY's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither AGENCY, or any of AGENCY's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means:

observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the AGENCY or AGENCY's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the AGENCY or AGENCY's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Contract.

- k. **Pro-Children Act.** AGENCY shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
- l. **Medicaid Services.** AGENCY shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid Contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- m. **Agency-based Voter Registration.** AGENCY shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- n. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business

address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. AGENCY shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**15. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The AGENCY agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or Contract under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a AGENCY purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations

- and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or Contract under a grant or sub-grant.

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EXHIBIT 5

I. AGENCY PROFILE

1. AGENCY IDENTIFICATION:

\_\_\_\_\_

Legal Name

\_\_\_\_\_

Mailing Address (if different)

\_\_\_\_\_

City Zip

\_\_\_\_\_

Phone Number FAX

2. IRS TAX ID or STATE NONPROFIT NUMBER:

\_\_\_\_\_

3. DUNS: \_\_\_\_\_

4. CHIEF ADMINISTRATIVE OFFICIAL:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

5. TYPE OF AGENCY: \_\_\_\_\_

6. TYPE OF PROGRAM: \_\_\_\_

7. AGENCY PROFESSIONAL ADVISORY BOARD –

Frequency of Meetings:

8. AGENCY INFORMATION: Documents Available at AGENCY:

YES      NO

Written Personnel Policies

Staff Job Descriptions

Written Benefits Policies

Affirmative Action Plan

Non-discrimination Plan

State/Federal Certifications

9. Current Articles of Incorporation: \_\_\_\_\_ Date: \_\_\_\_\_

Last Total AGENCY Audit: \_\_\_\_\_

10. Types and Amounts of Insurance Held:

11. 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.

---

Chief Operating Officer  
Title

---

Date

Response Section -

I. **A. Describe your client grievance procedure:**

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

**C. Plan for After-Hour or Weekend Client Emergencies:**

**D. Please describe the boundaries of the area for which you propose to provide services.**

- 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.