

Clackamas County Social Services Division

Issues the Following

REQUEST FOR APPLICATIONS

For

HOME CARE SERVICES AND ACTIVITIES OF DAILY LIVING (ADL) CARE SERVICES

NEW APPLICANTS ONLY

RFA #2014-1

Date of Issuance: February 19, 2014

Applications Due by: 4:00 P.M., March 26, 2014
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

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SECTION 1 / PURPOSE/OVERVIEW

1.1 Purpose of this Request for Applications

Purpose of this Request for Application (RFA) is to seek new applicants (interested applicant/ agencies) who wish to establish a contractual relationship with Clackamas County Social Services Division (CCSS) with the provisions to provide home care services and activities of daily living care services to Oregon Project Independence (OPI) eligible Oregonians, who are age 60 or older, or under age 60 and have a diagnosis of Alzheimer's Disease or a related disorder. 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 applicant will work with CCSS to create this relationship by providing in-home care as stated in this RFA. The applicant will be required to be licensed by the State of Oregon Department of Human Services, Public Health.

SECTION 2 / MINIMUM QUALIFICATIONS

Each applicant must meet all of the following minimum qualifications to be eligible to respond to this RFA and to receive funds:

- 2.1** The applicant shall have been in continuous business providing direct care services of the same kind described in this Request for Applications (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 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.

- 2.5** The applicant shall provide with its application their most current Financial Statement prepared by an independent CPA.
- 2.6** 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.

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 Services will include but not be limited to:

Provide home care services and activities of daily living (ADL) care services for Oregon Project Independence (OPI) eligible Clackamas County Social Services Division / Aging and Disability Services (CCSS/ADS) clients living in Clackamas County, Oregon who are referred to Contract Agency by CCSS/ADS.

Comply with Oregon Administrative Rules (OAR) 333-536-0000 through 0095, and any other applicable rules. Contract Agencies must be licensed in accordance with these rules.

3.2 Contract Agency ADL Care Services

- A. Provide essential supportive services that enable an individual to move into or remain in his/her own home. ADL care services will be performed by a qualified and trained provider under the supervision of the applicant or applicant’s designee.
- B. Provide services that may vary and that may include:
- 1) Basic personal hygiene, including bathing, grooming, nail care, foot care, dressing, and skin care;
 - 2) Toileting / bowel and bladder care, including bowel care requiring delegation by a registered nurse (R.N.)
 - 3) Mobility and transfers, including assistance with ambulating and positioning.

- 4) Nutrition, hydration, feeding;
- 5) Medications/Oxygen use - assisting with administration of medications and assuring medications are taken as ordered by the physician and refilled as appropriate, maintain clean oxygen equipment and assuring adequate oxygen supply; and
- 6) Nursing Services - For clients whose conditions are stable and predictable, the applicant will conduct nursing assessment, monitoring, intermittent nursing care, and delegation of special tasks of nursing care. Nursing services will be conducted in accordance with the Oregon State Board of Nursing Administrative Rules and DHR, Public Health regarding In-Home Care Agencies.

3.3 Contract Agency Personal Care Aides (APCA)

- A. Ensure that the applicant has qualified and trained employees sufficient in number to meet the needs of the clients receiving services.
- B. Ensure that all APCAs employed by the applicant must be at least 18 years old, be in compliance with the State of Oregon Department of Human Services (DHS) Criminal History Clearance set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS443.004, and have sufficient communication and language skills to enable them to perform their duties and interact effectively with clients, other agency staff and CCSS staff.
- C. Ensure that all APCAs will have completed the applicant specific orientation, conducted by the applicant or designee, prior to independently providing services to clients. The orientation should include: APCA duties and responsibilities, client rights, confidentiality, infection control, and any other requirements as specified in OAR 333-536-0070.
- D. Supervise APCAs, observe job performance in the home at least quarterly, and document job performance after probationary period and annually thereafter as specified in OAR 333-536-0070.
- E. Post a prioritized emergency contact list (e.g., physician, ambulance, fire department, etc.) by the client's telephone and give a copy of the list to the APCA.

- F. Assure that the APCA receives a copy of the applicant's emergency procedure, local area disaster plan and understands the importance of following the plan.
- G. Reassess the client at least quarterly or within one week following emergency treatment and revise the service plan as changes occur.
- H. Conduct an initial screening in the prospective client's home to evaluate the requested service and needs prior to accepting the prospective client and assigning an APCA. The applicant may bill up to three (3) hours at the ADL care rate for each initial assessment.

3.4 Contract Agency Home Care Services

Provide home care services to eligible clients who require assistance with self-management and household tasks and do not require RN supervision. The Agency Home Care Specialist (AHCS) is supervised by the applicant who verifies the AHCS's capability and monitors ongoing adequacy in the provision of care services

3.5 Contract Agency Home Care Specialist Tasks that may vary and may include:

- A. Housekeeping tasks necessary to maintain the client in a healthy and safe environment, including cleaning, laundry, shopping, and meal preparation.
- B. Observation of client's status and reporting of any significant changes to physician and case manager.
- C. Handling first aid and other emergencies.
- D. Providing extra support for clients with confusion, dementia, mental illness or other cognitive deficits.
- E. Arranging or assisting in arranging necessary medical appointments and transportation to the appointment.

3.6 Contract Agency Home Care Specialist Training Requirements

- A. Ensure that the Agency Home Care Specialist (AHCS) has recognized capability to perform the tasks authorized for the clients they serve. The applicant must ensure the AHCS is qualified, competent, trained and

capable of meeting the client's individual care needs as determined by the CCSS case manager.

- B. Ensure that all AHCSs employed by the applicant are at least 18 years old, are in compliance with the Department's (DHS) Criminal History Clearance set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS443.004, and have sufficient communication and language skills to enable them to perform their duties and interact effectively with clients, other agency staff and CCSS staff.
- C. Ensure that all AHCSs can provide tasks requiring the skills of an In-Home Care Agency Personal Care Aide when they have received adequate training and are supervised by the home care manager or designee.

3.7 Contract Agency Home Care Supervisor

Ensure that the applicant's Home Care Supervisor must have training and/or experience leading to demonstrated knowledge and skills in performing those tasks described as In-Home Care Agency's Home Care Services. The Supervisor will supervise AHCS through telephone conferences, face-to-face conferences, as needed, and quarterly on-site monitoring of the services they provide in the home.

3.8 Miscellaneous Applicant Services

- 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 follows:
 - 1) within twenty-four (24) hours from referral on emergency cases
 - 2) within three (3) calendar days from referral on expedited cases
 - 3) within five (5) calendar days from referral on non-emergency cases

- E. Notify the referring CCSS case manager 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 administrative office within 15 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 of funds being billed. CCSS will use its best efforts to make payment to applicant within 21 days after receipt of an accurately completed invoice.

3.9 On-site Monitoring and Assessment

- A. The applicant 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 applicant will cooperate with any CCSS quality assurance visits regarding monitoring of contract content, statement of work, and assessment of services.
- C. The applicant will participate in client conferences with CCSS/ADS case managers, as requested and as defined in the contract.
- D. The applicant 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/ADS case managers / 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 applicant 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 and clearly marked "**APPLICATION TO RFA #2014-1.**" 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. The application should show the organization and methodology for delivery of required services. The applicant must explain the service delivery method with the tasks to be performed to achieve program objectives.

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 and Fiscal Stability

SECTION 6 / SOLICITATION SCHEDULE & PROCEDURES

6.1 Schedule

RFA Period Opens	Date: February 19, 2014
RFA Questions Due by	Date: February 27, 2014
RFA Answers Returned by	Date: March 10, 2014
RFA Closes	Date: March 26, 2014
Contract Award Notification	Date: April 3, 2014

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 March 26, 2014** 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 (include Applicant fax number) and must arrive at the Issuing Office by **February 27, 2014**. 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 Amendments

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 Contract Period

Initial term of the contract shall be through June 30, 2014. If CCSS/ADS determines that the work performed has been satisfactory, CCSS/ADS may at its option, amend or extend the contract for additional time up to five years and additional dollars without

further solicitation. Any additions or changes shall be by amendment to the original Contract.

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

Applicant Information

Organization Name: _____

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:

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.

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

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 sixty- (60) 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

CONTRACT FOR SERVICES

Between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

And

IN-HOME SERVICES AGENCIES

For Fiscal Year 2013-2014

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Department of Human Services, Social Services Division, hereinafter called "COUNTY" and _____, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

1. HOME CARE SERVICES. Home Care includes, but is not limited to, those services such as shopping, meal preparation, laundry, housecleaning, respite, and companion-ship, which are performed by a Home Care Specialist under the supervision of a Home Care Supervisor. Respite Care Services may be authorized and coordinated as part of Home Care service by the COUNTY's Case Management staff.

2. ADL CARE SERVICES. ADL Care includes, but is not limited to, those services such as bathing, transferring, assisting with ambulation, grooming, feeding, respite, and such nursing services as are allowed by statute, which are performed by a Personal Care Aide, under the supervision of a Registered Nurse. Respite Care Services may be authorized and coordinated as part of ADL Care service by the COUNTY's Case Management staff.

Scope of Work and Performance Standards and Guidelines for Services is Exhibit 1.

B. Services required under the terms of this agreement shall commence "upon signature" and shall terminate June 30, 2014 .

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 \$_____in Oregon Project Independence (OPI) funding, \$_____in OPI client co-pays, for a total of \$_____.

3. The service elements and amounts are specified below:

SERVICES	OPI	CLIENT CO-PAYS	TOTALS
Home Care	\$	\$	\$
Personal Care	_____	_____	_____
TOTALS	\$	\$	\$

4. Client Co-Pays, defined as program income generated by the use of COUNTY funds, shall be used to offset monthly reimbursement requests, and shall be recorded and accounted for separately in the reimbursement requests and the books of record.
5. 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 _____ in OPI funding, as specified in this contract.
6. Reimbursement to AGENCY is contingent upon COUNTY receiving these funds from the State of Oregon. 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.-c. 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 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 15th working day of the month following period services were delivered.

The COUNTY shall make payment to AGENCY for services for OPI clients within 21 days of receipt of each accurately completed reimbursement request submitted.

- 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; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- 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. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time, until such audit findings are resolved.

- E. The COUNTY Project Manager shall be the Contract Specialist or such other person as shall be designated in writing to the AGENCY by the Director of Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the COUNTY representative in matters related to this contract. The AGENCY shall designate 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: Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- 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 contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.
- E. 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.
- F. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. County, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

- G. 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.
- H. By signature on this contract, Agency certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."
- I. 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).
- J. 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 ORS443.004. 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

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees; provided however that where the AGENCY's professional liability insurance excludes coverage based upon the presence of indemnification or hold harmless clauses there shall be no such agreement and this sentence shall be of no force or effect.
- B. Insurance. During the term of this contract Contractor shall maintain in force at its own expense, each insurance type 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 continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.
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. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- G. 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.

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.

- H. 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.
- I. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.
- J. 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 Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit 4 Agency Information

AGENCY

By

Name (Typed)

Date

Street Address

City/Zip

Phone Number Fax #

Tax ID Number

CLACKAMAS COUNTY

Commissioner:
Commissioner:
Commissioner:
Commissioner:
Commissioner:

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services Dept.

Date

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 In-Home Case Management

II. PERFORMANCE STANDARDS

- A. Home Care Services
- B. ADL Care Services

SCOPE OF WORK AND PERFORMANCE STANDARDS AND GUIDELINES FOR SERVICES

I. SCOPE OF WORK

- A. Purpose of the Services. The purpose of the in-home services to be provided is to assist frail, at-risk Clackamas County residents who qualify for Oregon Project Independence funds (OPI) and are age 60 or older, or disabled persons to remain living in their homes and maintain the highest level of independence possible. The desired outcomes of this contract are to provide services for the client which will stabilize the client's environment and, if possible, to maintain and improve the client's condition.
- 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
 2. The COUNTY Case managers request and authorize in-home services from the AGENCY for identified clients. Authorizations will be for a minimum of one (1) hour for home care and personal care services. AGENCY may bill for ¼ hour rounded increments. Exceptions to these minimums may be made with mutual agreement between AGENCY and the client's COUNTY case manager.
 3. Upon verbal receipt of client data and authorization for services by Staffing Coordinator AGENCY's plan is:
 - a.
 - b.
 - c.
 - d.
 - e.

5. The 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. The 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 case manager.
7. The AGENCY reserves the right to reassign an aide when a client repeatedly refuses service or is not home at scheduled time of service.

8. The AGENCY shall not be responsible for routine damage due to normal wear and tear of clients' property. The 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. The 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 5-8 above.
 10. In medical emergencies, clients will be verbally instructed to call "911" or report to an emergency room.
 11. In non-emergent medical situations clients will be instructed to call their physician or report to an immediate care center.
- C. Identification of the Target Population. Clients eligible to receive services from AGENCY under this contract are OPI eligible, 60 years of age or over and receive active, continuous OPI case management from COUNTY.

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

1. Persons who are unable to maintain an independent living situation due to:
 - a. Lack of knowledge, ability or skill to maintain their health, safety, and welfare; and
 - b. Inability of relatives/friends and neighbors to meet all the client's health needs; or
 - c. A need for medical supervision of in-home care to meet health needs.

2. Persons who are eligible for Oregon Project Independence and meet the service priorities. AGENCY will bill OPI clients for their assessed co-pay on at least a quarterly basis.
3. Persons who reside in their own homes and have the financial responsibility to maintain the home. If the client resides in the home of a relative or other service provider, the case must be established as an Adult Foster Home case.

D. COUNTY IN-HOME CASE MANAGEMENT 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 in-home services for eligible Clackamas County residents.

Elements:

- 1a. Performs initial in-home assessment which results in the following:
 - a. Determining client eligibility and fees, if any, to be charged
 - b. Case Plan development
 - c. Authorization of AGENCY services within 5 working days of assessment. 90% compliance required.
- 1b. Telephones AGENCY to verbally authorize services for new client and gives complete information as required. See attached sample forms. Faxes initial information, including service authorization and client fees, and authorization for subsequent service changes. 95% compliance required.
- 1c. Gives a copy of the initial services authorization form immediately to client, to AGENCY within 5 working days, and retains one for COUNTY client record. 95% compliance required.
- 1d. In COUNTY client files, keeps copy of written case plan which contains:
 - a. Physical, psychological, emotional/social and environmental needs of client
 - b. Problems to be addressed
 - c. Authorization for in-home services
 - d. Fees to be charged
 - e. Objectives to be achieved by specific service activities
 - f. Description of who will be responsible for carrying out each component of the plan

95% compliance required
2. Perform home visit or intervention to solve specific problems identified by AGENCY which prevent or suspend service provision.

II. PERFORMANCE STANDARDS

A. HOME CARE

Performance Standard 1: To provide contracted hours of Home Care for COUNTY 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 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 specialist (HCS) during which care plan information is provided. 95% compliance required.
- 1d. Supervisor assessment is provided to referred clients within 10 working days from verbal referral from COUNTY Case Manager. HCS services are provided within 5 working days of written authorization. AGENCY endeavors to provide services within 24 hours on urgent cases. 90% compliance required.
- 1e. Percentage of contracted 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 service provided.

Elements:

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

- 2b. Home Care Supervisor or designee will conduct HCS supervisory and home evaluation visits at least every 180 days following the initial visit.
85% compliance required.

Performance Standard 3: To keep COUNTY Case Managers informed of client conditions and conformance to authorized versus served requirements.

Elements:

- 3a. Copy of Care Plan is sent to COUNTY Case Managers within 21 calendar days of Annual assessment visit. 95% compliance required.
- 3b. Case Manager is notified by Home Care Supervisor or designee of results of evaluation visits and HCS 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 each case manager. 90% compliance required.

B. PERSONAL CARE

Performance Standard 1: To provide contracted hours of ADL Care Services for referred COUNTY OPI clients

Elements:

- 1a. Client records are set up for all ADL 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 Personal Care Plan is established. 100% compliance required.
- 1c. Personal Care Supervisor or designee conducts conference with ADL Care Aide (ACA) during which Personal 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 Case Manager. ACA 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. Personal Care Plan will be sent to physician for signature. 95% compliance required.
- 1f. Percentage of contracted 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 Case Managers. 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 ADA 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 Personal Care Plan. 95% compliance required.

- 2c. Personal Care Plans will be updated, sent to physician for signature, and distributed to COUNTY and AGENCY client records, as appropriate.
95% compliance required.

Performance Standard 3: To keep COUNTY Case Managers informed of client conditions and conformance to hours authorized versus served requirements.

Elements:

- 3a. Copies of initial and updated Personal Care Plans are sent to COUNTY Case Managers within 21 calendar days of verbal authorization or evaluation visit respectively. 95% compliance required.
- 3b. Case Manager is notified by Personal Care Supervisor or designee of changes to Personal 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 each case manager. 90% compliance required.

EXHIBIT 2
BUDGET

- I. ESTIMATED REVENUE
- II. SERVICES ALLOCATION
 - A. Contracts Units of Service and Allocation Summary
 - B. Home Care Budget
 - C. ADL Care Budget

I. ESTIMATED REVENUE

AGENCY: _____

NAME OF SERVICE: Home Care and ADL Care

SOURCE	DESCRIPTION	AMOUNT
State of Oregon	OPI Funds	\$ _____
TOTAL		\$ _____

* AGENCY will bill OPI clients monthly for their co-payments.

II. SERVICES ALLOCATION

A. CONTRACT UNITS OF SERVICE AND ALLOCATION SUMMARY

SERVICE	Units of Services Per Contract	Number of Unduplicated* Clients per Contract	Contracted Allocation
Home Care			
ADL Care			
OPI Totals			

*Some unduplicated clients are receiving more than one In-Home service, and the numbers shown do not reflect this.

B. HOME CARE

1. Cost:
 - a. OPI \$ _____
 - b. Client Co-Pays _____
2. Total Cost:
 - OPI + Co-Pays \$ _____
3. Units of Service: _____
(1 unit equals 1 hour of service in the home)
4. Unit Reimbursement Rate per Hour of Service: \$ _____

C. PERSONAL CARE

1. Cost:
 - a. OPI \$ _____
 - b. Client Co-Pays _____
2. Total Cost:
 - \$ _____
3. Units of Service: _____
(1 unit equals 1 hour of service in the home)
4. Unit Reimbursement Rate per Hour of Service: \$ _____

EXHIBIT 3

Health Insurance Portability and Accountability Act (HIPAA) Agreement

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

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

Agency agrees to deliver the services in the contract, funded in whole or in part by this contract, in compliance with HIPAA.

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between the Adams & Gray, Inc. and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

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

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

ARTICLE 1 **Terms**

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean Adams & Gray, Inc. [AGENCY].
 - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
 - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
 - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.

- g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

ARTICLE 2
Obligation and Activities of Contractor

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.
- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.

- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

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

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

ARTICLE 3 **Obligations of County**

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period

of time after County becomes aware of such information in accordance with 45 CFR § 164.522.

- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

ARTICLE 4 **Term and Termination**

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.
- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.
- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

ARTICLE 5
Miscellaneous

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.
- 5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by

electronic facsimile or email and, as to communications made by United States mail, on the third (3rd) day after mailing.

If to COUNTY:

Social Services Division, ADS
PO Box 2905
Oregon City, OR 97045

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

If to AGENCY:

Attention: _____
Facsimile No.: _____
Email: _____

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

EXHIBIT 4

AGENCY INFORMATION

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

2. IRS/STATE NONPROFIT NUMBER:

Legal Name

Street Address

Mailing Address

City Zip

Phone Number FAX

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name:

Title:

Address:

Phone:

4. TYPE OF AGENCY: _____

5. TYPE OF PROGRAM: _____

6. AGENCY PROFESSIONAL ADVISORY BOARD

AD HOC MEMBERS

Frequency of Meetings:

7. AGENCY INFORMATION: Documents Available at AGENCY:

YES NO

- Written Personnel Policies
- Staff Job Descriptions
- Written Benefits Policies
- Affirmative Action Plan
- Nondiscrimination Plan
- State/Federal Certifications

Date Agency was established:

Last Total Agency Audit:

Types and Amounts of Insurance Held: Detailed information – types and amounts of insurance held

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

Title

Date

Response Section - Limit your response to the space provided.

I. A. Please 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.