

Clackamas County Social Services Division

Aging and Disability Services

REQUEST FOR PROPOSAL

ON SITE

FOOD SERVICE & MEAL SITE MANAGEMENT

December 9, 2013

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I. INTRODUCTION

The Clackamas County Social Services Division (CCSS) Aging and Disability Services (ADS) has the responsibility to plan, develop, and coordinate services for a comprehensive delivery system for senior citizens age 60 and older. The ADS receives federal Older American Act Title III funds and state funds to help support this system. The delivery of these services is by contracting with service providers.

The purpose of this Request for Proposal (RFP) is to select a contractor to produce meals on site and manage nutrition services operations for the senior nutrition program at four (4) meal sites (Canby, Lake Oswego, Milwaukie, and Wilsonville).

The period of the contract resulting from this RFP is July 1, 2014 through June 30, 2015. CCSS reserves the right to extend the contract in twelve (12) month increments for four (4) additional years without utilization of the formal proposal process. Contract extensions are contingent upon acceptable Contractor performance, the continuing availability of Title III-C Older Americans Act funding, and mutual agreement on contract terms between CCSS and the Contractor.

II. THE RFP PROCESS

A. Submission Information

1. A Proposer's Conference will be held December 17, 2013, 3:30 to 5:00 pm, at

Clackamas County Social Services
Public Services Bldg, Rm 255
2051 Kaen Road
Oregon City, OR 97045

The conference gives proposers an opportunity to ask questions and clarify instructions in order to complete the RFP packet.

2. A signed original and seven (7) copies of the completed proposal must be received no later than 5:00 p.m., January 29 2014 at:

Clackamas County Social Services Division
Aging and Disability Services
2051 Kaen Road
Oregon City, OR 97045
Attn: Stefanie Reid-Danielson

Mailing address:
P.O. Box 2950
Oregon City, OR 97045
Attn: Stefanie Reid-Danielson

Attachment A must be signed by an official authorized to bind the proposer, and includes a statement that the proposal is firm for at least a period of one hundred sixty (160) days from January 29, 2014.

3. Stefanie Reid-Danielson, Contract Specialist, has been designated as the CCSS staff person responsible for this RFP. All contact regarding the RFP shall be with Ms. Danielson. Only written communication made by CCSS shall be considered binding. Responses to all questions addressed to CCSS up to and including the Proposers Conference, will be sent as a written addendum to all who received a copy of the RFP. All addenda become a part of the RFP and are binding. Following the Proposer's Conference any questions must be submitted in writing. CCSS's responses will be made in writing with copies sent to all proposers.
4. CCSS reserves the right to reject any or all proposals. Proposals which are late, incomplete, or fail to include all information requested may be disqualified. Misrepresentation of information shall be grounds for disqualification.
5. CCSS reserves the right to waive minor deviations in proposals which do not significantly affect performance.
6. The proposer is presumed to be familiar with all federal, state and local laws, ordinances, regulations and policies which might affect contract performance.
7. Any costs incurred in the preparation and submission of a proposal under this RFP process are the sole responsibility of the proposer.

8. CCSS reserves the right to make an award without further discussion of the proposals. Proposals should be submitted with the most favorable terms the proposer can offer.
9. Any attempt to influence members of the evaluation committee, CCSS staff, Area Agency on Aging Advisory Council, or Board of County Commissioners; or otherwise affect the outcome of the contract award outside of the process provided in the RFP, shall be grounds for disqualification.

B. Proposal Format

1. The proposer is encouraged to carefully read all portions of this RFP prior to completing it.
2. Proposals must be clearly typewritten in 14 pt font, single spaced, single or double sided on 8 1/2 X 11 inch white paper, and unbound - including no notebooks or binders. Number pages in the lower right-hand corner. Proposals must be completed per instructions provided and responses limited to the specified length.
3. Proposals are to be submitted in the following order:

Administrative Information and Statement of Assurances (see Attch. A)
 Management Section (see page 23)
 Technical Section (see page 23)

4. The format of the following forms **MUST** be used in preparing a proposal:

Administrative Information & Statement of Assurances	- Attachment A
Menu Pattern (optional, see page 21)	- Attachment B
Budget	- Attachment C
Personnel Justification	- Attachment D
Non-Personnel Justification	- Attachment E

The responses to questions are to be in essay form and in the order they appear within each Section. Type each question/request before answering, unless a specific form is required (see list above). Attachments C-E are available as a MS Excel workbook upon request. More than one question/response can be put on a page.

C. Evaluation

1. Proposals will be evaluated and scored by an Evaluation Committee comprised of members of the CCSS staff, outside parties with working knowledge of the senior nutrition program and up to (3) members of the Adult Center Liaison Committee of the CCSS Area Agency on Aging's Aging Services Advisory Council.

2. The Evaluation Committee will use a numerically weighted system for scoring, as follows:

Management Section - (25%)
Technical Section - (40%)
Pricing Section - (35%)

This numerical evaluation will be the major factor in the Evaluation Committee's contract award recommendation, but may not be the exclusive criteria.

3. The recommendation of the Evaluation Committee will be forwarded to the CCSS AAA Advisory Council for final selection on March 10, 2014.
4. During selection process, no information shall be made public about proposers' standings. After the selection process only the name of the successful proposer(s) and the cost per meal for services shall be disclosed. Press releases relative to the contract shall not be made without prior written approval of the CCSS ADS Contract Specialist.
5. All contracts with Clackamas County must have final approval by the Board of County Commissioners. They will meet May 22, 2014.

D. Appeals Process

1. Appeals from proposing organizations must be received by 5:00 PM February 27, 2014. The reason for the appeal must include citation of the law, ordinance, rule, regulation or practice upon which the appeal is based.
2. Appeals must be submitted in writing to:

Brenda Durbin, Director
Clackamas County Social Services Division
P.O. Box 2950
Oregon City, OR 97045

3. The proposer will be notified of the status of the appeal, in writing, within ten (10) working days. When indicated, a meeting date will be set and the appeal reviewed by the Clackamas County Health, Housing & Human Services Director.

E. Contracting Process

1. After selection of a contractor, the proposer selected and CCSS shall have until May 6, 2014 to enter into a contract for senior nutrition program meals.
2. The Contractor is responsible for implementing the conditions and provisions of the RFP, and the successful proposal, as referenced in the contract.

F. TIMETABLE

<u>DATE</u>	<u>ACTION TO BE TAKEN</u>
Dec. 9, 2013	RFP disseminated
Dec. 17, 2013	Proposers' Conference 3:30 - 5:00 p.m.
Jan 29, 2014	RFP's due in CCSS office by 5:00 p.m. 2051 Kaen Road Mailing address: P.O. Box 2950, Oregon City 97045
Feb. 5, 2014	Evaluation Committee review of RFP's; rating; contractor selection recommendation
Feb. 10, 2014	AAA Advisory Council meeting - Evaluation Committee presents contract recommendation for approval, successful offeror announced
Feb. 10-27, 2014	Appeal period
Mar. 4-31, 2014	Writing of contract
Apr. 7, 2014	Contract sent to successful offeror for signature
May 6, 2014	Signed contract returned to CCSS by successful offeror
May 22, 2014	Clackamas County Board of County Commissioners meeting - contract approval
Jul. 1, 2014	Contract begins

III. GENERAL REQUIREMENTS

A. Retention of Documents

The Contractor will retain all documents relevant to the contract for a period of at least three (3) years after receipt of final payment under this contract. Any records and documents that are the subject of CCSS, State and Federal audit findings shall be retained until such audit findings are resolved. In the event that the Contractor ceases to be the meal provider, all contract related documents must be turned over to CCSS.

B. Fiscal Audit

Contractor will provide an annual audit in compliance with 45 CFR 74.26 Non-Federal Audits. Duly authorized representatives of CCSS, the State of Oregon, and the Federal Government shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcripts.

C. Terms and Conditions of Contract

The contract contains all the terms and conditions agreed upon by CCSS and the Contractor and no other understanding, oral or otherwise, regarding the contract shall be deemed to exist or to bind either of the parties without written approval of both.

D. Insurance

1. The Contractor agrees to maintain adequate insurance coverage of various types to meet requirements of law and the prudent person concept.
 - a) The Contractor shall furnish CCSS evidence of 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 against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, in any way related to this contract. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The COUNTY, at its option, may require a complete copy of the above policy.
 - b) The Contractor agrees to furnish CCSS evidence of comprehensive automobile liability, "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 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, in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
2. The insurance shall include the COUNTY as an additional insured and refer to and support the Contractor's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days' written notice

to CCSS in the event of cancellation, non-renewal 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. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction in the general annual aggregate limit.

3. The Contractor, its subcontractors, if any, and all employees working under this contract are subject employees under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires workers compensation coverage for all their subject workers.

E. Term of Contract and Renewal

The contract shall become effective on July 1, 2014 and shall terminate June 30, 2015, unless extended by agreement of all parties. Pending satisfactory performance, this contract may be renewed annually for up to four additional years.

F. Fiscal Accountability and Records

1. Financial records shall be maintained in accordance with generally accepted accounting practices.
2. Contractor shall assume liability for all funds received pursuant to this contract.
3. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for the benefit of any candidate for public office.

G. Basis of Payment

1. Contractor will agree to provide services based on funds allocated to each site specifically for the provision of nutrition services.
2. Contractor shall not be paid for unqualified OAA/NSIP meals. CCSS shall not be obligated to pay for any meal which does not meet the program requirement, or is of substandard quality, unless Contractor establishes to CCSS's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

H. Billing

1. To receive payment, the Contractor shall submit monthly billings to CCSS ADS Contract Specialist by the 10th of the following month on a form provided or approved by same. It shall list the number of meals provided by the meal site.
2. Any discrepancies between the number of meals reported as prepared and served by the meal site managers on the Daily Meal Record report will be reconciled by CCSS ADS Contract Specialist against the NAIS Activity Log report.
3. CCSS shall make payment to Contractor within twenty-one (21) days of receipt of each invoice submitted.
4. If billings under this contract result in payments for which the Contractor is not entitled, CCSS ADS Contract Specialist, after written notification to Contractor, may withhold from payments due such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

5. If the terms and conditions described in the contract are not adequately performed, CCSS ADS Contract Specialist will provide written notice to Contractor describing the performance deficiency and allow a period not to exceed thirty (30) days from the date of notice receipt for corrective action. If corrective action is not taken by Contractor, CCSS will have the option of deducting \$0.05 per meal from the reimbursement rate until the problem is resolved.
6. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Contractor fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate, or fail to perform or document the performance of contracted services, CCSS shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the Contractor submits required reports, performs required services, or establishes to CCSS's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
7. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas 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 Contractor by reason of this agreement.

I. Modification of Contract

The terms of the contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the Contractor and CCSS.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by CCSS ADS Contract Specialist, in program's content or scope of work as described in the contract and RFP materials.
2. A change in any of the General or Special Provisions.
3. To accommodate a reduction in funds.

J. Sub-Contracts

1. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from CCSS.
2. Contractor shall submit copies of final subcontracts to CCSS ADS Contract Specialist for approval before disbursing any CCSS funds to subcontractors to provide services under this contract.

K. Contractor Personnel

1. Contractor shall have, or secure, all personnel required to perform the work and services under this contract. The Contractor agrees that its agents or employees shall individually possess the experience, knowledge, and skills for the duties they perform.
2. Contractor shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, a system for hiring, dismissal, promotion, layoff,

salary increase, fringe benefits, vacation, salary classification plan, and affirmative action. A copy of the policies and procedures shall be made available to CCSS ADS Contract Specialist upon request.

3. Contractor shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and its rules.
4. Contractor's employees, volunteers or agents performing under this contract are not deemed to be employees of CCSS in any manner. Employees of Contractor shall not be entitled to any other benefits except those provided by Contractor. Contractor is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
5. Contractor shall maintain the following minimum standards with regard to wages and benefits for all employees:
 - a. All employees shall receive wages and benefits which are equal to those required by applicable state and federal laws.
 - b. Contractor shall provide personnel administration based on merit for the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit, as determined by a valid, reliable, competitive process.
6. Contractor shall maintain a personnel record on each employee which will contain at least the following:
 - a. Date of hire
 - b. Job application, to include qualifications for position
 - c. Training record which includes: hours, dates, and type of training
 - d. Wage rate, benefits accrued and used, and effective dates
 - e. References

L. Participant Rights

1. Grievance. Contractor shall comply with CCSS Client Grievance Procedure as follows: Any person with a complaint regarding services under this contract shall report it to the meal site manager, who shall notify Center Manager and CCSS ADS Contract Specialist. Center Manager shall take prompt, appropriate, corrective action or promptly provide CCSS ADS Contract Specialist with a written explanation of the situation and potential solutions for resolution. CCSS shall mediate all disputes and notify the complainant of the response or corrective action.
2. Discrimination Prohibited. Contractor, and any party with which it enters into formal agreements, agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, as amended, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor 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.
3. Client Confidentiality.
 - a. All information as to personal facts and circumstances about clients obtained by Contractor 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.

- b. 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. CCSS, the Contractor and any subcontractor will share information to effectively serve mutual clients.

M. Termination

1. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing or delivered by certified mail or in person.
2. CCSS may terminate this contract upon delivery of written notice to Contractor, or at such later date as may be established by CCSS, under any of the following conditions:
 - a. Federal or state funds are not obtained.
 - b. Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
 - c. Any license or certificate required by law or regulation for this contract is denied, revoked, or not renewed.
 - d. Contractor fails to provide services or reports as specified.
 - e. Contractor fails to comply with any requirements.

Any such termination under 2) a), b) and c) of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. Contractor shall cooperate in all arrangements made by CCSS for orderly termination and transition of duties and activities of this contract to an alternative Contractor.

N. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by all parties, and attached to the original contract.

O. Excuse for Non-Performance

Contractor shall not be held responsible for delay or failure to perform when due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

P. Indemnification

The Contractor 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 Contractor, Contractor's employees, subcontractors, or agents under this contract.

Q. Assignment of Contract

Contractor shall not assign this contract without prior written approval of CCSS. No approval of assignment shall include a financial obligation by CCSS beyond the original contracted funds.

IV. SERVICE SPECIFICATIONS

A. Overview and Facilities

This RFP process will result in: One contract per designated senior center site for providing meals in the Clackamas County service area. The senior center sites covered under this RFP are: Canby, Lake Oswego, Milwaukie, and Wilsonville.

This RFP is for meals cooked on site only and the management of the nutrition services at the site. For off-site meal preparation to be delivered hot, or prepared by a cook-chill system and delivered chilled please response to our Off-Site Food Services RFP.

Holidays. Generally centers are closed on these holidays (or designated days for those that fall on weekends): New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas. There is no congregate service. Home delivered meal clients will receive 2 meals on the serving day before a holiday.

B. Scope of Work

Number of Meals: Current participation levels will be used to calculate number of meals to be served during the term of the contract, July 1, 2014 through June 30, 2015. (See Exhibit 1, List of Sites and average number of meals served.) The column titled maximum meals per day gives an estimate of meals needed for special days, such as: holiday meals, birthday meals and favorite food items. A slight decrease in overall participation is usually experienced in the summer, but not always.

LOCATION	Congregate	Home Delivered		Total Funded
		OAA	Medicaid	Meals
Canby Adult Center	12,150	22,690	2,370	37,210
Lake Oswego Adult Comm. Center	6,475	11,725	760	18,960
MCPR - Milwaukie Center	8,350	50,275	7,760	66,385
Wilsonville Senior Center	7,130	5,125	1,230	13,485

For Hot meals prepared on site and served to clients. Proposer must show adequate space and appliances for preparation and service of both Home Delivered Meals (HDM) and congregate meals served on site. Menus and dietician review must be provided in advance for approval.

Delivery of Meals: For HDM client is the responsibility of each Meals site. Proposal should include how meals will be delivered and how food temperatures will be maintained in keeping with SafeServ and State program guidelines.

Meals Records and Reports: Contractor shall have a reporting system to facilitate internal and external monitoring and evaluation. (Financial reporting is discussed in section III, H, Billing, page.)

Emergency Procedures: Contractor shall develop emergency procedure for delivery of HDM meals in case of vehicle breakdown as well as inclement weather policies.

C. Menu

Contractor will submit each month's menu to CCSS consultant Registered Dietitian (RD no later than the first day of the preceding month for analysis and approval unless Contractor has an RD on staff. Menus should be approved prior to publication. Contractor may submit menus for 2 or 3 months if this is more convenient. , CCSS will allocate up to 2 hours per monthly menu of CCSS consultant RD's time. Menus must meet the following standards:

Each meal must contain at least 1/3 of the 1/3 Reference Dietary Intakes (RDI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater and adhere to the target nutrients as outline by the State of Oregon, Dept. of Human Services, State Unit on Aging.

Nutritional analysis must reflect the values for the following key nutrients must appear: calories, protein (grams), calcium (mg-milligrams), iron (mg), vitamin A (RE-retinol equivalents or IU-international units), thiamin (mg), riboflavin (mg), niacin (mg), and vitamin C (mg). Portion size must also be noted.

2. If a cycle menu is used, the cycle must be at least nine weeks long.
3. Menus should reflect the tastes and appetites of the current elderly population.
4. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
5. Menus shall be planned to be consistent with the Dietary Guidelines for Americans, HHS & USDA, 2010. They should be moderate in total fat and low in saturated fat and cholesterol. Foods shall be chosen and prepared with less salt and moderate amounts of sugar. No tropical oils or products containing these oils shall be used. Foods naturally high in sodium should not appear in the same meal.
6. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
7. A birthday meal, with appropriate dessert, will be planned each month

8. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meals planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
9. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor.

D. Special Diets

Menus shall be planned and meals available for the modified diets listed below.

Site Managers are responsible for obtaining a written request for these meals from a participant's physician. Since meal site personnel cannot control what participants eat, all special diets have only moderate modifications. The responsibility to adhere to a special diet is the participant's alone.

1. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners, or fresh fruits and fruits canned in juice.
2. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
3. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

E. Standardized Recipes and Portion Control

Recipes used by the Contractor should be adapted to the requirements of a Title III Senior Nutrition meal. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal. Employees must understand and be able to use standardized recipes and produce standard portions.

F. Purchasing

Food must be procured from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

Note: Meal sites that are not part of the CCSS food services program may purchase supplies and consumables from the designated CCSS food services Contractor if it is cost effective for sites to do so, and for the Contractor to supply them. These include such things as: salt and pepper, coffee and tea, individual sugars and cream substitutes, napkins, placements, paper plates, hot cups and plastic utensils, and home delivered meal containers. This is not part of either this contract or the food services contract.

G. Sanitation

The Contractor is required to comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service. This includes adherence to Oregon Administrative Rules, Chapter 333, Food Sanitation Rules. A file of sanitation inspection reports by a Registered Sanitarian from the State Health Division or local health department is kept and will be available to CCSS if requested.

H. Training

Contractor is required to employ qualified, trained personnel to assure satisfactory performance. At a minimum, Contractor must have a new employee orientation, at least one employee that has completed a community college-level food service sanitation course, and a training plan that includes training for employees and supervisory staff.

V. PROPOSAL

A. Management Section

1. Senior Meal Program Experience - For any contracts you have had to provide meals to senior nutrition programs in the last five years, provide the following:
 - a. Duration of contract
 - b. Number of meals per year
 - c. Contracting agency, location, contact person
 - d. Explanation of why contract was not renewed, if applicable
2. Organizational Chart - Submit proposed chart for operation of this contract. Show relationship between this local operation and the corporate structure.
3. Personnel Information - Submit the following:
 - a. Job summaries for each position of the local operation on organizational chart. Specify any supervisory duties and proportion of time allocated. (Limit to 1 paragraph each)
 - b. Brief resumes of key staff to be assigned to this contract to show experience (1/2 page maximum each)
 - c. Recruitment plan and schedule for hiring any new staff
 - d. Salary schedule
 - e. Training plan
4. Transition Plan - Describe plan to assume provision of meals July 1, should you be awarded the contract. (1 page maximum)

B. Technical Section

1. Menus - Submit menus for July and August 2014 (submit menu with nutritional analysis **or** use Menu Pattern – Attachment B)
2. Special Diet Menu - Write by exception, i.e. write only items that will differ from regular menu. (See page 28)
3. Menu Approval - Give name, position title, and credential of person approving adequacy of menus.
4. Menu Type - Are you going to use a cycle menu? If so, how long is the cycle?
5. Menu Changes - What will be the policy for making changes or substitutions in the approved menu?
6. Kitchen - Give location and capacity of kitchen. Are meals for any other accounts prepared at this kitchen? If so, how many per day, average?

7. Quality Control - How will you ensure quality meals? (1 page maximum)
8. Participant Satisfaction - Describe how you will receive participant input and evaluate participant satisfaction. (½ page maximum)

C. Pricing Section

1. Budget (Attachment C) - Submit a twelve month line item budget using these categories.
 - a. Raw Food is cost of all food, condiments and garnishes.
 - b. Food Preparation includes all costs incurred producing meals, including supplies.
 - c. Food Delivery includes costs incurred transporting meals from central kitchen to meal sites.
 - d. Administration includes costs incurred managing and supervising the contract.
 - e. Budget Summary - Transfer category totals Total Cost column. Calculate cost per meal and percent of total cost for each section.
2. Personnel Justification (Attachment D) - List positions, full-time equivalents (FTEs), and cost of all staff that will be working on this contract.

Column A. - List names of positions or job titles.

Column B. - List FTEs for each position or job title at the same salary level.

Column C. - List the monthly wage for each position or job title as if they were full-time. If more than one person occupies a position but at different salary levels, list each separately.

Column D. - List length of time position is budgeted (e.g. if position will be working on contract from July 1, 2004 through June 30, 2005, enter 12).

Column E. - For each line, multiply B x C x D and enter total.

F. Subtotal Personnel - Add all costs in Column E and enter sum.

G. Fringe Benefits - Enter percent of fringe benefits in space indicated. Calculate total fringe benefit cost and enter.

H. Total Personnel - Enter sum of F and G.

3. Non-Personnel Justification (Attachment E) - Describe the basis used to calculate cost of each non-personnel budget item.

Budget codes are found in the first column of Budget (Attachment C).
Omit food (A.) and personnel/labor codes (B.1, B.2, C.1, C.2, D.1, D.2).

- b. Expense and Justification - List expenses corresponding with budget codes. Itemize and justify elements of expenses, for example:

B.4	Utilities	\$2,340
	• Electricity - \$80/mo. X 12 mo.	\$ 960
	• Gas - \$100/mo. X 12 mo.	\$1,200
	• Garbage - \$30/bi-mo. X 6	\$ 180

- c. Item Total - Calculated cost of each item.
- d. Expense Total - Sum of elements for each budget code expense.

Category Total - Sum of expenses in category. See Budget Summary (Attachment C, page 22-23) for list of categories.

VI. EXHIBITS

Exhibit 1 – Centers with On-site cooking

LOCATION	Congregate	Home Delivered		Total Funded Meals
		OAA	Medicaid	
Canby Adult Center	12,150	22,690	2,370	37,210
Lake Oswego Adult Comm. Center	6,475	11,725	760	18,960
NCPR - Milwaukie Center	8,350	50,275	7,760	66,385
Wilsonville Senior Center	7,130	5,125	1,230	13,485

The above meal numbers are based on the two (2) year average of meals counts reported during Fiscal Years 2011-12 and 2012-13.

CLACKAMAS COUNTY NUTRITION RFP
Administrative Information & Statement of Assurances

Project Title: Food Production and Delivery

Contract Period: July 1, 2014 - June 30, 2015

Applicant Agency:

Private/Non-Profit Private/Profit Public Other _____

Name

Address City State Zip

Phone Fax

Name of Person(s) Preparing Proposal: _____

Primary Contact Person (please check):

Official Authorized to Bind Agency (Name) _____

(Title) _____

(Address) _____

(Phone) _____

Project Director (Name) _____

(Title) _____

(Address) _____

(Phone) _____

Financial Officer (Name) _____

(Title) _____

(Address) _____

(Phone) _____

Attachment A must be signed by an official authorized to bind the proposer, and includes a statement that the proposal is firm for at least a period of one hundred sixty (160) days from January 29, 2009.

Statement of Assurances

The undersigned attests that:

1. he/she has the authority and/or responsibility to submit a proposal and to represent his/her organization in all phases of the Request for Proposal (RFP) process;
2. he/she, or the delegated representative, has read the contents of this RFP packet, understands it fully, and agrees to comply with all provisions stated in the General Provisions, Special Provisions, and Service Specifications;
3. The information provided is true and accurate to the best of his/her knowledge;
4. he/she understands any false or substantially incorrect statements may disqualify this proposal from further consideration or be cause for termination of any future contract; and
5. he/she understands that the proposal submitted is firm for at least a period of one hundred sixty (160) days from January 29, 2014.

Signature

Title

Date

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Clackamas County in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clackamas County of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 2013

Notary Public for Oregon

My Commission Expires: _____

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature: _____

Name: : _____
(printed)

Title: _____

NOTE: PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

(Name of Certifying Officer)

(Title of Certifying Officer)

Hereby certify that: _____
(Name of Proposer)

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency or from participation in Oregon Department of Transportation projects;

Have not within a three (3)-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

Have not within a three (3)-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If Proposer is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Bidder

Street Address

City

State

Zip

Signature of Certifying Officer

Telephone Number of Bidder

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

(a) the Firm's disclosures are complete, accurate, and not misleading.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____

Fax No.: (____) _____

Date: _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No** **Yes**

b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees -Roles and Signatures" table (Part A and/or Part B, as applicable).

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any member of an Agency Procurement evaluation or selection team?

No **Yes** **Comments:**

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes** **Comments:**

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

Does the Firm or any Associate of the Firm have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes** **Comments:**

4. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No** **Yes** **Comments:**

5. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period? **No** **Yes**
Comments:

6. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes** **Comments:**

7. Does the prospective Contract include development of an environmental assessment (EA), environmental impact statement (EIS) or Finding of No Significant Impact (FONSI)? **No** **Yes**

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No** **Yes** **Comments:**

8. Have Subcontractors or other Associates furnished COI Disclosure Forms separate from the present form? (If yes, attach the disclosures.) **No** **Yes** **N/A** **Comments:**

9. If the prospective Contract includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract? **No** **Yes** **N/A** **Comments:**

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

MENU PATTERN

NUTRITION PROGRAM: Clackamas County

MENUS WRITTEN BY: _____

NUTRITION PROVIDER USING
THIS MENU PATTERN: _____

MENUS APPROVED BY: _____
Registered Dietitian Date

EFFECTIVE DATE: From / / To / /

MENU PATTERN	DATE:	DATE:	DATE:	DATE:	DATE:
Meat or Alternate 3 oz Cooked edible meat or its protein equivalent					
Vegetables/Fruits 2 – ½ cup servings					
Bread or Alternate 1 serving					
Fortified margarine or Butter (1 teaspoon)					
Dessert (½ cup or 4oz)					
Milk (8 fluid oz)					
Condiment or Extra Item (list portion size)					
Vitamin A Source					
Vitamin C Source					

Write special diet menus by exception. Use the following abbreviations: **D** – Diabetic, **S** – Sodium Restricted, **C** – Low Cholesterol

BUDGET
Number of Meals:

Code	Expenses	Costs
A.	RAW FOOD	
	TOTAL RAW FOOD	\$0.00
B.	FOOD PREPARATION	
B.1	Salaries/Wages	
B.2	Benefits	
	Subtotal	\$0.00
B.3	Space	
B.4	Utilities	
B.5	Telephone	
B.6	Extermination	
B.7	Single Service Supplies	
B.8	Cleaning Supplies	
B.9	Laundry/Linen	
B.10	Janitorial/General Repair	
B.11	Other	
	Subtotal	\$0.00
	TOTAL FOOD PREPARATION	\$0.00
C.	FOOD DELIVERY	
C.1	Salaries/Wages	
C.2	Benefits	
	Subtotal	\$0.00
C.3	Mileage	
C.4	Gas/Oil	
C.5	Vehicle Maintenance and/or Lease	
C.6	Registration/License	
C.7	Insurance	
C.8	Equipment	
C.9	Equipment Maintenance/Repair	
C.10	Equipment Depreciation	
C.11	Postage/Freight	
C.12	Other	
	Subtotal	\$0.00
	TOTAL FOOD DELIVERY	\$0.00

D.	ADMINISTRATION	
D.1	Salaries/Wages	
D.2	Benefits	
	Subtotal	\$0.00
D.3	Space	
D.4	Utilities	
D.5	Telephone	
D.6	Audits	
D.7	Accountant/Bookkeeping Services	
D.8	Professional/Consulting Services	
D.9	Insurance	
D.10	Postage/Freight	
D.11	Printing/Copying	
D.12	Office Supplies	
D.13	Seminars/Training	
D.14	Travel	
D.15	Mileage	
D.16	Janitorial/General Repair	
D.17	Equipment	
D.18	Equipment Maintenance/Repair	
D.19	Equipment Depreciation	
D.20	Other	
	Subtotal	\$0.00
	TOTAL ADMINISTRATION	\$0.00
E.	PROFIT	
	TOTAL PROFIT	\$0.00
F.	OTHER -- Specify	
F.1		
F.2		
	TOTAL OTHER	\$0.00
	GRAND TOTAL	\$0.00

PERSONNEL JUSTIFICATION FORM

PROJECT TITLE: Food Production and Delivery

DATE: _____

Agency: _____

1 FTE = _____ hours/week

Instructions: List the position title and FTE's working on this contract. Multiply the FTE's by the Position's monthly salary and number of months on project to determine cost.

(A) Position	(B) Number of FTE's	(C) Monthly Salary (FT Equivalent)	(D) Number of months on Project	(E) Cost (B x C x D)
F. Subtotal - Personnel				\$0.00
G. Fringe Benefits			<u>0%</u>	\$0.00
H. TOTAL - Salary & Benefits				\$0.00

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

And

Fiscal Year 20XX-20XX

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, 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. **FOOD SERVICE-** Is the production of meals for the congregate and home delivered meal recipients of the _____ Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
2. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the _____ community to enhance visibility and encourage participation. One unit is one meal served

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

- B. Services required under the terms of this agreement shall commence July 1, 20XX. This agreement shall terminate June 30, 20XX. This contract is the result of the formal proposal process conducted December 2013. This is the _____ under this process.

II. COMPENSATION AND RECORDS

- A. **Compensation.** County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 4, "Budget and Units of Service," attached hereto. The maximum net compensation is \$_____.
- B. **Method of Payment.** To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 3. The billings and back-up reports will be on forms provided or approved by County. The billings are for: Number of meals served to OAA qualified participants.

1. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

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

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

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

III. MANNER OF PERFORMANCE

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

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

B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, 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. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

- 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. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

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

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 negligent acts or omissions of the AGENCY or the AGENCY's employees.

- B. Insurance.
 - 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 Liability

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. 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.

4. 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.
5. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed reasonably 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.
6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be affected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

7. 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.
 8. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
 9. Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all commercial 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.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
 2. A change in any of the General or Special Provisions.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or 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.

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

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 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:
 - (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS

279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.

2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.
3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
 - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
 - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

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

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint.

Agency shall either take prompt, appropriate, corrective action or shall promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. Discrimination Prohibited. It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.

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. 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 and Guidelines
- Exhibit 2 Federal Special Conditions
- Exhibit 3 Reporting Requirements
- Exhibit 4 Budget and Units of Service
- Exhibit 5 AGENCY Information

V. SIGNATURES

AGENCY

By

Name

Title

Date

Street Address

City/Zip

Phone Number Fax

Tax ID Number

DUNS Number

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing, & Human Services

Date

Exhibit 1
Scope of Work and Performance
Standards and Guidelines for Service

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Older Americans Act funded Food Service and Meal Site Management for people in Clackamas County age 60 and older. The goal in providing these services is to assist with maintaining the above people in their own homes as long as practically possible.

B. DESCRIPTION OF SERVICES

3. **FOOD SERVICE-** Is the production of meals for the congregate and home delivered meal recipients of the _____ Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
4. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the _____ community to enhance visibility and encourage participation. One unit is one meal served

C. PERFORMANCE STANDARDS

1. FOOD SERVICES

Objective a.: To produce and deliver contracted number of meals to specified COUNTY sites throughout the contract period.

Elements:

1. Agency submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - a. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+,

whichever is greater; and meet the Dietary Guidelines for Americans as issued January, 2010. (Milk is part of Site Management.) The use of computerized nutrient analysis software to assure meals are in compliance with nutritional requirements is strongly encouraged.

- b. Meals must also meet the State of Oregon, Dept of Humans Services, Office of Aging and People with Disabilities, State Unit on Aging, targeted nutrient values as published in the Oregon Congregate & Home-Delivered Nutrition Program Standards.
<http://www.oregon.gov/dhs/spwpsd/sua/docs/nu-prg-standards.pdf>
- c. The cycle for the cycle menu system must be at least nine weeks long.
- d. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third DRI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the updated 2010 Dietary Guidelines for Americans.
- e. Menus should reflect the tastes and appetites of the current elderly population.
- f. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- g. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- h. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- i. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective b.: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below.

Elements:

1. Uncalculated Diabetic. Eliminate items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 40% of the total calories.
2. Moderate Sodium Restricted. Eliminate menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
3. Low Cholesterol. Eliminate menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective c.: To use standardized recipes and portion control.

Elements:

1. Recipes used by AGENCY should be adapted to the requirements of a Title III Senior Nutrition meal.
2. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
3. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
4. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective d.: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

Objective e.: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

1. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months for each production kitchen.

2. A copy of each inspection report is to be kept in a file, along with a written plan (including timelines) of any required corrective action, at the production kitchen, available for COUNTY representative visits.
3. AGENCY must establish and use sanitary procedures for packaging and transporting food from central kitchen to meal sites. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
4. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the AGENCY's files.
5. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective f.: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

1. AGENCY must have at least one employee at each production kitchen that has completed a community college-level food service sanitation course.
2. AGENCY must have a new employee orientation.
3. AGENCY must have a training plan that includes training for employees and supervisory staff.

2. MEAL SITE MANAGEMENT

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

Elements:

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

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

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

Elements:

1. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
2. Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective d.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

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

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

Elements:

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

4. Agency mails or delivers calendar of upcoming Center activities to current and potential participants.

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

Elements:

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

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

Elements:

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

Exhibit 2
FEDERAL SPECIAL CONDITIONS

- A. Failure to Perform. The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.
1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'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:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
 3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
 4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the

Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
 6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- B. Termination for Convenience. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- C. Compliance with Applicable Law. Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to

public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

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, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

- D. Reporting Requirements. Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.
- E. Records Maintenance; Access. Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

- F. Patents; Copy Right; Rights in Data. Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

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 City of Canby/ Canby Adult Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

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

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

ARTICLE 1
Terms

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Canby/Canby Adult Center [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 2950
Oregon City, OR 97045

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

If to CONTRACTOR:

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 Reporting Requirements

A. INVOICES

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

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

AGENCY shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the Agency submits required reports, performs required services, or establishes to the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the Agency.

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

B. PROGRAM ACTIVITY REPORTS

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

1. The Agency shall submit nutrition reports monthly. These reports shall have:
 - a. The over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. The amount of participant donations by Congregate and HDM .
2. Agency may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. Agency may not bill for meal site management for these meals.
3. Service/unit summary with current reporting period figures

4. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
5. List of Medicaid waived services clients who were APD Medicaid Home Delivered Meals during the billing period, with number of meals provided for each client.
6. Agency shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.

C. AUDIT/MONITORING

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

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

D. ADMINISTRATION

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

Exhibit 5 Budget and Units of Service

A. BUDGET

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

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

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

\$.96 of program income collected per meal served will contribute to reimbursement rate for each meal. The total of the number of meals served times \$.96 will be deducted from the amount requested by Agency from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Canby site and be used for meal site management activities.

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

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

Match for Ride Connections Vehicle Maintenance program is 10.27%.

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

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Adults & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

B. UNITS OF SERVICE

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

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Food Service (OAA)		1 meal delivered/served	
Meal Site Management (OAA)		1 meal delivered/served	
Medicaid Home Delivered Meals		1 meal delivered/served	

**Exhibit 6
AGENCY Information**

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

2. IRS/STATE NONPROFIT NUMBER:

Legal Name

Address

3. Authorized Official

Mailing Address

Mailing Zip

Name:

Title:

City

State

Zip

Address:

Phone Number

Fax

Phone:

4. TYPE OF AGENCY: _____

5. TYPE OF PROGRAM: _____

6. AGENCY BOARD OF DIRECTORS:

Frequency of Meetings: _____

7. AGENCY INFORMATION:

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

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

Current Certificate of Incorporation for the State of Oregon:

Date: _____

Last Total Program Audit:

Date: _____

Types and Amounts of Insurance Held:

Producer –

General Liability:

Automobile Liability:

Excess Liability

Workers Comp and Employers' Liability
Statutory Limits

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

Signature – By

Title

Date