

RESOLUTION NO. 3957

A RESOLUTION ACCEPTING A TITLE XIX GRANT FROM THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS.

WHEREAS, the City of Albany applied for and has been awarded grant funds from the Oregon Cascades West Council of Governments to partially fund the Albany Senior Center Health, Education, and Transportation service program; and

WHEREAS, the Albany City Council adopted a budget for the 1997-1998 fiscal year on June 11, 1997; and

WHEREAS, these grant funds have now become available that were not identified at the time of the preparation of the budget for the 1997-1998 fiscal year and that require a change in the City's financial planning.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept a grant for a maximum of \$42,960 from the Oregon Cascades West Council of Governments to be used as specified above.

BE IT FURTHER RESOLVED by the Albany City Council that the budget appropriations shown below are hereby approved.

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

<u>Revenue Account:</u>	<u>Resources</u>	<u>Requirements</u>
05-185-45009	Oregon Cascades West Council of Governments	\$42,960

Expenditure Account:

05-185-51001	Wages & Salaries	\$22,900
05-185-52001	Temporary Employees	\$ 4,260
05-185-56100	Employer Paid Benefits	\$ 9,600
05-185-61110	Printing & Binding	\$ 1,000
05-185-61802	Education & Training	\$ 200
05-185-66505	Materials & Supplies	\$ 5,000

DATED THIS 27TH DAY OF MAY 1998.


Mayor

ATTEST:




City Recorder

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into under the authority of ORS 190.010, by and between Oregon Cascades West Council of Governments, hereinafter "OCWCOG" and the City of Albany, hereinafter "City" and shall become effective when signed by all parties. The term of this agreement runs from the date of execution through June 30, 1998.

A. Purpose of Agreement

The purpose of this agreement is to inform and connect elderly persons to Medicaid and health related services at the Albany Senior Center as described under C. Statement of Work and to provide for the receipt and distribution of Title XIX funds to partially finance this service.

B. Considerations

1. The City will provide non-federal funds to OCWCOG, not to exceed \$18,915 for the Health, Education, and Transportation Service Program at the Albany Senior Center. OCWCOG will match these local funds with Title XIX funding over fiscal year 1997-98.
2. As consideration for the services provided by the Albany Senior Center, OCWCOG will reimburse the City for actual and reasonable cost, an amount not to exceed \$42,960 to partially fund the Health, Education, and Transportation Service Program. Reimbursement for authorized expenditures under this Agreement shall be paid on a quarterly basis upon receipt of properly completed Senior Center/Title XIX Report (OCWCOG Form 01, Exhibit A) and copies of employee time sheets. Non-federal funds from the City will be paid to OCWCOG at the end of the 1997-98 fiscal year.
3. Funding for this agreement is based on a study conducted by OCWCOG, 15% of the seniors were found to be potentially Title XIX eligible.
4. Senior Center staff hours will be increased to provide services outlined under C. Statement of Work. The City relies on this Agreement in hiring and supervising staff for the Health, Education, and Transportation Service Program.
5. The Title XIX funds in the Agreement shall not be used to replace existing funds in the City's budget for Senior Center programs.
6. Existing Senior Center funds shall not be reduced as a result of this Agreement.
7. The Federal CFDA grant source for this funding is: Title XIX Medical Assistance 93.778.
8. This Agreement may be modified at any time by OCWCOG to accommodate a reduction in funds or change in authorized rates by the Federal Government, State

of Oregon Senior and Disabled Services Division, or such other source of funds as may affect the Senior Services programs of OCWCOG.

9. City must retain all required records for three years after final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

C. Statement of Work

The Senior Center Health, Education, and Transportation Service Program will serve people 64 years of age and over. People who are in greatest social and economic need will be given priority status. One unit of service will be defined as one contact or referral with or on behalf of a client, including initial contact by phone or in person.

Program staff shall:

1. Assess what health education, services, and classes are offered in the community. Based on assessment, develop community programs to meet service gaps when possible.
2. Develop and implement a range of health education programs, services and classes to compliment existing Senior Center program.
3. Recruit, interview, hire, schedule and coordinate the work of contracted staff and volunteers within the Health, Education, and Transportation Service Program.
4. Establish relationships with appropriate agencies to enhance response to referrals, locate persons in need, and to initiate referrals to appropriate agencies.
5. Publicize programs, services and classes to encourage the participation of low-income seniors.
6. Prepare and administer annual budget for Title XIX funded program.
7. Provide information and referral services for a variety of social, health, and transportation services.
8. Coordinate non-medical transportation.
9. Make referrals to Cascades West Senior Services Outreach Worker as appropriate.
10. Act as an advocate for individuals when necessary and appropriate.
11. Follow-up to determine whether services were received and met the identified need.

Supervisor Responsibilities:

City staff will assume full responsibility for the supervision of all paid and unpaid employees providing services covered by the Agreement and for monitoring to ensure that services are appropriately provided. The supervisor will provide consultation and support in areas relative to the duties performed by the Program staff. There will be regular, planned contacts between the supervisor and the Program staff.

D. Roles and Responsibilities

City agrees to:

1. Provide services for persons 64 years and over as described in the Statement of Work.
2. Evaluate the Health, Education, and Transportation Service Program and obtain evaluations from the participants.
3. Cooperate with OCWCOG in its monitoring and evaluation of the program.
4. Provide non-federal matching funds to OCWCOG not to exceed \$18,915.
5. Assure that all funds spent and all programs and services included in the Agreement are performed and expended in complete conformance with federal, state, and OCWCOG guidelines and regulations.
6. Report the following each quarter on Senior Center/Title XIX Report: units of service, cost per unit of service, program costs, and additional information as required by Senior and Disabled Services Division and requested by OCWCOG. This report and employee time sheets are due in the OCWCOG office by the last day of the month following the quarter (April 30, 1998, and July 31, 1998).
7. Permit authorized representatives of OCWCOG, State of Oregon Senior and Disabled Services Division, the State of Oregon Secretary of State's Audit Division, or the applicable audit agencies of the U.S. Government to review the records of City in order to satisfy audit or program evaluation purposes deemed necessary by OCWCOG and permitted under law.

OCWCOG agrees to:

1. Provide Outreach Worker office hours at the Albany Senior Center.
2. Provide technical assistance.
3. Assure that the services paid for by OCWCOG are consistent with the terms of the Agreement and inform City of the reduction in, or termination of, payment when services contractually agreed upon have not been provided.

4. Notify City of any changes in agency policy which affect individuals receiving services under the terms of this agreement.
5. Monitor and assess the program under this Agreement through review of quarterly program reports and financial reports, periodic consultation with Senior Center Director and observation of operations.
6. Upon receipt of quarterly billing statements from City, pay the agreed upon quarterly rate from Title XIX funding.

E. General Provisions

1. Termination. This Agreement may be terminated at any time by mutual written consent of the parties. Either party may, at its sole discretion, terminate this agreement, in whole or in part, upon 90 days notice to the other party.
2. Indemnity. OCWCOG and City shall be responsible individually with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law.
3. Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30-260-30.300, the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys' fees and witness costs that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this agreement. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.
4. Amendment. The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.
5. Non-Discrimination. The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, national origin or disabilities in the performance of this Agreement.
6. Public Contracting. The provision of ORS 279 shall apply to this Agreement.
7. Attorney's Fees. If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own expense of such action.
8. Severability. If any part paragraph, section or provisions of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

9. Governing Law. This agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.

10. Written Notice.

All notices regarding this agreement would be sent to:

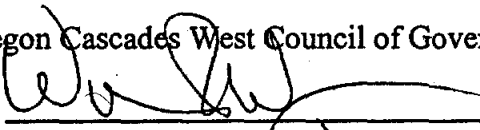
Stella Transue
OCWCOG Senior Services
PO Box 1836
Albany, OR 97321

Katherine Nooshazar
Albany Senior Center
489 Water St NW
Albany, OR 97321

This Agreement, including Attachments, incorporates the complete understanding of the parties and shall not be modified except in writing executed with the same formalities and authority by all parties as this Agreement itself.

AGREED:

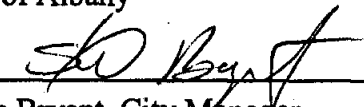
Oregon Cascades West Council of Governments

By: 
William R. Wagner, Executive Director

Date: 6/2/98

AGREED:

City of Albany

By: 
Steve Bryant, City Manager

Date: 5-27-98

Approved as to form:

City Attorney