

RESOLUTION NO. 5650

A RESOLUTION ACCEPTING A LOCAL GOVERNMENT GRANT FROM THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG), SENIOR AND DISABILITY SERVICES, TO PROVIDE PERSONAL FITNESS PRESCRIPTIONS FOR OLDER ADULTS, APPROPRIATING FUNDS AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO SIGN THE GRANT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Parks and Recreation Department submitted a grant application in the amount of \$2,400 for personal fitness prescriptions for older adults; and

WHEREAS, the City has been awarded this grant in the requested amount; and

WHEREAS, the acceptance of this grant award will pay for equipment, equipment storage and an independent contractor to provide this service; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts this Local Government Grant in the amount of \$2,400; and the following appropriations be made for the Fiscal Year 2008-2009.

		<u>Resources</u>	<u>Requirements</u>
203-35-5064-42032	Grant- Council of Governments	\$2,400	
203-35-5064-61028	Equipment		\$500
203-35-5064-61044	Facility Enhancement		\$850
203-35-5064-60101	Independent Contractor		\$1,050

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST, 2008.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



# Senior and Disability Services

1400 Queen Ave SE • Suite 206 • Albany, OR 97322  
(541) 967-8630 TTY/Voice • 1-800-638-0510 TTY/Voice

203 N Main St • Toledo, OR 97391  
(541) 336-2289 • (541) 336-8103 TTY/Voice • (800) 282-6194



Area Agency on Aging

## MEMORANDUM

**DATE:** August 4, 2008

**TO:** Rick Barnett, Albany Senior Center

**FROM:** Scott Bond, Director, Senior and Disability Services

**RE:** New Contract for OAA Funding

**COPY**

*[Handwritten signature]*  
*[Handwritten initials]*

Enclosed please find two copies of your new contract with OCWCOG Senior and Disability Services. We ask that you review and then sign both copies of the contract (unless you have questions about the terms). Return one copy of the contract and at that time, we will consider the contract fully in force.

These contracts are written as a grant, which means that you will be able to invoice our agency for the full grant amount or you may arrange to invoice us through installments. Our intention is to allow equipment purchases to occur without creating cash flow issues. For other service related expenditures, you can invoice us once and expend the funds according to your contract Statement of Work.

There will be two visits from our agency to evaluate your progress related to the contract, one visit at six months, and one at 12 months. We suggest that you develop a reporting form that will show the progress that you have made in accomplishing your goals with the funds. This will make it easier to see what you have accomplished. The second visit will be with committee members of the advisory council's Monitor and Review Committee. This second visit will be an opportunity for you to showcase what you have accomplished with the funding and assist us in educating our citizen members about your organization and the services you offer.

If you have questions concerning this contract, please call me at 541-812-6008.

**GRANT AGREEMENT  
BETWEEN  
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS  
SENIOR AND DISABILITY SERVICES  
AND  
ALBANY AREA SENIORS, INC. & ALBANY SENIOR CENTER**

This Agreement is made and entered into upon execution by and between Oregon Cascades West Council of Governments, hereinafter referred to as OCWCOG, an Intergovernmental entity created under the authority of ORS 190.010, and Albany Area Senior, Inc. & Albany Senior Center.

**Recitals**

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. Albany Areas Seniors, Inc. & Albany Senior Center has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this Grant Agreement agree to the following terms and conditions:

**Agreement**

**SECTION 1. SCOPE OF SERVICES**

- A. Increase the functional fitness of older adults by offering fitness prescriptions that consist of four components: aerobic exercise, strength training, balance, and flexibility.
- B. Update the minor equipment at the Albany Senior Center to improve the quality of the eight fitness classes currently offered at that facility, affecting approximately 150 people, and to facilitate the addition of more classes in order to serve additional people.
- C. To provide safe, fun and appealing activities for older adults in the Albany community that will get them moving, keep them in their homes, and reduce their risk of disease.
- D. Fulfill services as outlined in the RFP proposal as submitted by Albany Area Seniors, Inc., and Albany Senior Center, set forth in Attachment B.

**SECTION 2. OCWCOG RESPONSIBILITY**

- A. OCWCOG will provide a one-time grant of ~~\$2500~~<sup>\$2400</sup> to Albany Area Senior, Inc. and Albany Senior Center for their Personal Fitness Prescriptions for Older Adults program.

### **SECTION 3. ALBANY AREA SENIORS, INC. AND ALBANY SENIOR CENTER RESPONSIBILITY**

- A. Provide older adults with an assessment of their current level of functional fitness while also providing them with exercises that will help manage their daily physical activity and prevent the onset of disease.
- B. Provide information on aging.
- C. Offer support for family caregivers.
- D. Further public health education and disease prevention efforts.
- E. Contractor agrees to maintain books, records, and documents, accounting procedures and practices which properly reflect all costs expended in the performance of this contract. The Contractor agrees to maintain financial records related to the contract separate from other accounts. These records shall be made available at all reasonable times to OCWCOG, federal state, and other persons duly authorized by OCWCOG.
- F. The Contractor agrees to retain all books, records and other documents relevant to this agreement for three years after the end of the fiscal year during which they were created and any longer period which may be required to resolve any pending audit findings in accordance with 45CFR74, subpart D and applicable state law.

### **SECTION 4. PROVISIONS**

- A. Contract Period: This Agreement shall be effective upon signing by both parties and shall terminate on July 31, 2009.
- B. Assignability: This Agreement is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- C. Waiver: Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this Agreement.
- D. Termination: Either party may terminate this Agreement. Suspension in whole or in part of this Agreement by either party will require fifteen (15) days written notice to the other party or at such later date as may be established by OCWCOG under any of the following conditions:
  - i. If OCWCOG funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
  - ii. If federal and state regulations or guidelines are modified or changed in any way so that the services are no longer allowable or appropriate for purchase under this agreement.

- iii. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Compliance: The Contractor agrees to promptly observe and comply with all applicable current laws, order, regulations, rules, ordinances, licensing, standards, policies, procedures and requirements of federal, state, county, local governments and/or OCWCOG. The Contractor agrees to comply with applicable standards and policies which relate to energy efficiency and which are contained in approved State of Oregon energy conservation plan, which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Indemnification and Insurance: To the fullest extent permitted by Oregon Law, Contractor agrees to and shall indemnify and hold harmless the OCWCOG, its officers, agents and employees from and against claims, demands, losses, damages, causes of action, suits, and liabilities (including reasonable attorney's fees, court costs and expenses related thereto) for bodily injury, sickness, disease or death, or for injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused by the negligent acts or omissions of the Contractor or any subcontractors under this contract.

The Contractor shall carry Commercial General Liability Insurance. The contractor shall include the OCWCOG, its officers, agents, and employees as "Additional Insured" on their policy.

The Contractor shall carry, at a minimum, Business Automobile Liability Insurance as is applicable to the organization.

In addition, the Contractor shall carry Professional Liability Insurance as is applicable to the organization.
- H. Public Contracts: Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to this Agreement. They specifically agree that the provisions of ORS 279.310 through 279.320 and 279.334 shall govern performance of this Agreement.
- I. The Contractor and OCWCOG are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires CONTRACTOR to provide workers compensation coverage for all of its subject workers.
- J. Any Amendment to this Agreement shall be in writing and signed by authorized representatives of both parties.

K. Written Notice:

Albany Area Seniors, Inc &  
Albany Senior Center  
Attn: Rick Barnett  
PO Box 490  
Albany, OR 97321

Cascades West Council of Governments  
Attn: Jeanette Denos, Finance Director  
1400 Queen Ave SE, Ste 201  
Albany, OR 97322

- L. Severability: If any provision of the agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

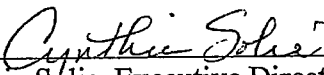
**SECTION 5. REPORTING**

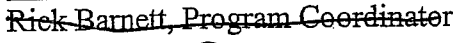
This grant requires reports to be submitted at six-months and twelve-month intervals. Report shall detail work that has been accomplished toward meeting goals and objectives as set forth in the original RFP as submitted to Senior and Disability Services, and shall also include details of collaborative efforts during the timeframe of the grant. The six-month report is due no later than January 30, 2009, and the twelve-month report is due July 31, 2009.

**SECTION 6. BUDGET**

See Attachment A.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

  
\_\_\_\_\_  
Cynthia Solie, Executive Director  
Oregon Cascades West  
1400 Queen Ave SE, Ste 201  
Albany, OR 97322

  
\_\_\_\_\_  
Rick Barnett, Program Coordinator  
Ed Hodney, Director

Date: 8-4-08

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

## ATTACHMENT A

### BUDGET

<b>SENIOR AQUATIC FITNESS PROGRAM BUDGET</b>		<b>NEXT FISCAL YEAR</b>
<b>INCOME</b>		
Grants (OAA)		\$2,400
Other (In-kind donations)		\$3,173
<b>Total Program Income</b>		<b>\$5,573</b>
<b>EXPENSES</b>		
Parks & recreation staff (calculated @ \$20.00 per hour)		\$960
Independent Contractor		\$1,050
Facility rental		\$480
Facility enhancement for equipment storage		\$850
Advertising/Marketing/PR		\$700
4 Volunteers (calculated @ \$16.14 per hour)		\$1,033
<b>Total Expenses</b>		<b>\$5,073</b>
<b>Equipment</b>		
10 quality exercise mats		\$400
Hand weights, exercise band		\$100
<b>Total Equipment</b>		<b>\$500</b>
<b>GRAND TOTAL EXPENSE + EQUIPMENT</b>		<b>\$5,573</b>

## EXHIBIT A

### BUSINESS ASSOCIATE RELATIONSHIP

OCWCOG will make available and/or transfer to CONTRACTOR certain information, in conjunction with goods or services that are being provided by CONTRACTOR to OCWCOG that is confidential and must be afforded special treatment and protection.

CONTRACTOR will have access to and/or receive from OCWCOG certain information that can be used or disclosed only in accordance with this agreement and the HHS Privacy Regulations.

To the extent required by 42 U.S.C. 1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, CONTRACTOR assures OCWCOG that CONTRACTOR will appropriately safeguard protected health information made available to or obtained by CONTRACTOR.

CONTRACTOR further agrees to comply with applicable laws relating to protected health information and with respect to any task or other activity CONTRACTOR performs on behalf of OCWCOG, to the extent OCWCOG would be required to comply with such requirements.

For purposes of this agreement, the following terms shall apply:

- A. The County shall be considered a BUSINESS ASSOCIATE;
- B. OCWCOG shall be considered a COVERED ENTITY;
- C. HHS Privacy Regulations shall mean the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164;
- D. Individual shall mean the person who is the subject of the information, and has the same meaning as the term 'individual' is defined by 45 C.F.R. 164.501; and
- E. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) and any other officer or employee of HHS to whom the authority involved has been delegated;
- F. Information shall mean any health information provided and/or made available by OCWCOG to the County, and has the same meaning as the term 'health information' as defined by 45 C.F.R. 160.102.

CONTRACTOR agrees it shall:

1. Not use or further disclose such information other than as permitted or required by this agreement. The County shall not, except as necessary for the proper management, administration and performance of its duties under this agreement, use, reproduce, disclose, or provide to third parties, any confidential document or information relating to OCWCOG or clients of OCWCOG without the prior written consent or authorization of OCWCOG or of the client. If the County uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or the County obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the



purpose for which the County disclosed it to the person. The County shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of OCWCOG.

2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by OCWCOG;
3. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this agreement;
4. Report to OCWCOG any use or disclosure of such information not provided for by this agreement of which the County becomes aware;
5. Ensure that any subcontractors or agents to whom the County provides protected health information received from OCWCOG agree to the same restrictions and conditions that apply to the County with respect to such information;
6. Make available protected health information in accordance with applicable law, i.e., the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164;
7. Maintain standard records, pursuant to this agreement, and to provide such records and other necessary information to OCWCOG as may be requested in writing and as permitted by law. The County agrees that all records kept in connection with this agreement are subject to review and audit by OCWCOG upon reasonable notice of a minimum of 14 workdays from the date of written request by OCWCOG;
8. Make the County's internal practices, books, and records relating to the use and disclosure of protected health information received from OCWCOG available to the Secretary of the United States Health & Human Services for purposes of determining OCWCOG's compliance with applicable law (in all events, CONTRACTOR shall immediately notify OCWCOG upon receipt by the County of any such request, and shall provide OCWCOG with copies of any such materials);
9. Hold harmless, indemnify and defend OCWCOG from any claim, suit, action, fine or penalty of any type whatsoever based in whole or in part on the County's failure to comply with applicable laws protecting covered health information.
10. Upon termination of this agreement, the County shall promptly return all protected health information received from OCWCOG. If the return of protected health information is not feasible, the County shall continue the protections required under this contract to the protected health information consistent with the requirements of this Attachment and the HIPAA privacy standards.

RECEIVED MAY 23 2008

**Older Americans Act Fund Award Request  
2008 Grant Application**

Name of Project: Personal Fitness Prescriptions for Older Adults

Name of Organization: Albany Area Seniors, Inc. & Albany Senior Center

Tax ID#: 93-0717994

Contact Name: Rick Barnett

Phone: 541-917-7763 Fax: 541-917-7761

Address: P.O. Box 490, Albany, OR 97321

Project Timeline: August 2008-August 2009

Location of the Event: Albany Senior Center

Total Grant Award Request: \$2400

- Please describe your project and how it will address one of the stated services in Section 1. Limit responses to 300 word maximum. 30 points maximum value.

The Albany Senior Center, a multi-purpose community center is a focal point for seniors, services, recreation, and learning. The Albany Senior Center opened in 1974 and underwent a remodel that doubled its size and capacity in 1986. Each month, more than 12,000 people take advantage of senior programs and services provided by the Albany Senior Center. The Albany Senior Center is a community resource, providing information on aging, support for family caregivers, education and training for professional and lay leaders and students, and provides for the development of innovative approaches to addressing aging issues. One of the ways that the Albany Area Seniors, Inc. can help the Albany Senior Center offer services and **“promote healthy aging”** is through a program designed to provide older adults with an assessment of their current level of functional fitness while also providing them with exercises that will help to manage their daily physical activity and prevent the onset of disease.

Regular exercise provides a myriad of health benefits in older adults, including improvements in blood pressure, diabetes, lipid profile, osteoarthritis, osteoporosis, and neurocognitive function. According to Robert J. Nied, M.D. from Michigan State University and Barry Franklin, PH.D. from William Beaumont Hospital, “regular physical activity is also associated with decreased mortality and age-related morbidity in older adults.” Despite this, “up to 75% of older Americans are insufficiently active to achieve these health benefits.” In an effort to increase the number of persons age 60 and older involved in regular exercise programs, the Older Americans Act Grant would provide the funding for the Albany Senior Center to provide personal fitness prescriptions for 30 people. Initial assessments will occur in two phases, testing and then evaluation/prescription. Follow up assessments and testing will occur after six months and would track progress, allowing for any needed adjustments.

- Please state at least 3 goals that you propose to achieve through your project that will benefit older adults living in the community. Limit response to 150 words. 25 points maximum value.
  - To increase the functional fitness of older adults by offering fitness prescriptions that consist of four components: aerobic exercise, strength training, balance, and flexibility.
  - To update the minor equipment at the Albany Senior Center to improve the quality of the eight fitness classes currently offered at that facility, affecting approximately 150 people, and to facilitate the addition of more classes in order to serve additional people.
  - To provide safe, fun, and appealing activities for older adults in the Albany community that will get them moving, keep them in their homes, and reduce their risk of disease.
- Please describe how you plan to coordinate your project with existing services, programs or community partner programs. Include any plans to develop coordinated marketing or training related to your project. Limit response to 300 words maximum. 25 points maximum value.

The free personal fitness prescriptions will be marketed to the community, in general, and in particular with partner agencies and businesses. The Albany Senior Center currently hosts eight fitness classes for older adults and they are a combination of co-sponsored classes with Linn-Benton Community College and classes directly offered by Albany Parks & Recreation. The fitness evaluation and prescription team members will work with a variety of organizations in the greater Albany area and will send participants to the best location that will meet their particular fitness goals, keeping in mind that there are a variety of available options and there may be some financial constraints for some individuals. For example, if the best fit is to start at a fairly low level of exercise, the recommendation might be walking or LBCC's Gentle Yoga class. If the best fit is aqua fitness classes, then the recommendation might be to go to the Albany Community Pool or the YMCA.

The Albany Area Seniors, Inc and the Albany Senior Center will work with the Albany Parks & Recreation Department to advertise this program in the quarterly brochure, mailed to 27,000 households, and on the City of Albany's website. The Albany Senior Center will advertise and promote this program in *Senior Highlights*, the quarterly newsletter mailed to more than 2,300 subscribers. Specialized posters and fliers will be available at the Albany Senior Center and given to daily participants. The Albany Senior Center will work with community partners like senior living facilities and Samaritan Health Services to provide information and schedules for promotion of the program.

- Please include a budget that shows how the requested funds will be utilized as well as any matching or in-kind funds that will be used to support your request. Limit response to one budget page maximum. 20 points maximum value.

See Budget – Attachment #1

### Senior Personal Fitness Prescriptions Program Budget

<b>INCOME</b>	Next Fiscal Year
Grants (OAA)	\$2,400
Other (In-kind donations)	\$3,173
<b>Total Program Income</b>	<b>\$5,573</b>
<b>EXPENSES</b>	
Parks & Recreation Staff (calculated @\$20.00 per hour)	\$960
Independent Contractor	\$1,050
Facility rental	\$480
Facility enhancement for equipment storage	\$850
Advertising/Marketing/PR	\$700
4 Volunteers (calculated @ \$16.14 per hour)	\$1,033
<b>Total Expenses</b>	<b>\$5,073</b>
<b>Equipment:</b>	
10 quality exercise mats	\$400
Hand weights, exercise band	\$100
<b>Total Equipment</b>	<b>\$500</b>
<b>Grand Total Expense + Equipment</b>	<b>\$5,573</b>

#### Budget Narrative:

Parks & Recreation Staff - there will be 3 Parks & Recreation/Senior Center Staff that will participate in the fitness evaluations/testing. The pay rate is calculated at \$20 per hour with benefits for a total of 48 hours.

The independent contractor, Elke Asleson, a certified fitness professional, will perform the fitness prescriptions for 30 people at a rate of \$35 per person. This includes both initial prescription and followup evaluation.

Facility Rental is calculated at three 1/2 day rentals for the facility @ \$160 per 1/2 day.

Grant Funds will be used to pay the independent contractor, purchase the minor equipment listed above, pay the facility rental fee, and will cover 1/2 of the cost of advertising for the program.

Remainder of the costs will be provided by Albany Parks & Recreation, Albany Senior Center, and volunteers.