

**NORTHWEST SENIOR & DISABILITY SERVICES  
OLDER AMERICANS ACT MEAL CERTIFICATE PROGRAM  
MEMORANDUM OF AGREEMENT**

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**Individual or Organization Name:** Marion-Polk Food Share  
**Address:** 1660 Salem Industrial Drive NE  
Salem, OR 97301-0374  
**Telephone:** (503) 581-3855

The undersigned individual/organization (CONTRACTOR) affirms that they are a qualified provider of home-delivered meals and congregate meals in accordance with the requirements of the Older Americans Act (OAA) and agrees to provide services to individuals as authorized by NORTHWEST SENIOR & DISABILITY SERVICES (NWSDS) nutrition certificate program and in the manner outlined below. This agreement begins **August 1, 2015** or when executed by all parties, whichever date is later, and ends **June 30, 2016**.

**Agreement Provisions:**

**1. Geographical Area to be served for home-delivered meals:**  
Salem, West Salem, and Keizer, Oregon

**2. Location of Congregate meal service:**  
Center 50+, 2615 Portland Road NE, Salem, OR 97301  
Lunch meal available Monday through Friday, 11:30 a.m. to 1:00 p.m.

**3. Provision of Services:**  
For reimbursement with Older Americans Act funds, CONTRACTOR agrees that all meals provided comply with the meals standards specified in the Oregon Congregate and Home-Delivered Nutrition Program Standards dated May 2012 (accessible at [:http://www.oregon.gov/dhs/spwpd/sua/docs/nu-prg-standards.pdf](http://www.oregon.gov/dhs/spwpd/sua/docs/nu-prg-standards.pdf)), and specifically meet the following requirements:

- Prepare and serve meals in compliance with applicable state and local laws;
- Meet a minimum of 33 1/3 percent of Dietary Reference intakes and Dietary Guidelines;  
and
- Include meal menus approved by a registered dietitian.

**3. Reimbursement rates:**  
Older Americans Act: \$5.00 per redeemed meal certificate (payment made by NWSDS)

**4. Billing Procedure:**  
See attached *Procedures for Reimbursement of OAA Meals*

**5. Confidentiality HIPAA**

All information regarding a client obtained in the course of providing services shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his/her attorney or guardian, or unless a legal order is issued under ORS 192.410-192.505. This requirement is not intended to prohibit the disbursement of aggregate data

which does not identify individual clients nor to limit the communication between NWSDS and the CONTRACTOR in the provision of service to the client or in the administrative, monitoring, or evaluation activities of NWSDS, Aging and People with Disabilities, or other delegated parties.

All CONTRACTOR personnel having access to client information shall complete and sign a nondisclosure agreement prior to them having access to client information defined in the Health Insurance Portability and Accountability Act (HIPAA) security rules found at 45 CFR § 164.304.

**6. Accessibility to Programs, Services and Activities**

The Contractor will meet the requirements of Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy 010-005.

**7. Criminal Records and Abuse Checks**

The Contractor shall meet the requirements of ORS 181.533 through ORS 181.538 and OAR 407-007-0200 through OAR 407-007-0370 and DHS Policy 060-010. Contractor shall fulfill the responsibilities of a qualified entity as defined in OAR 407-007-0210 (19).

CONTRACTOR shall verify that preliminary criminal history checks were conducted through the Criminal Records Information Management System (CRIMS) maintained by the Background Check Unit in accordance with ORS 181, and the rules adopted thereto, and that the subject individual's final fitness determination is approved for eligibility to perform in the capacity covered by the rules cited above.

Contractor will ensure that criminal history checks are conducted on individuals that meet the regulatory definition of a subject individual and are:

- 1) Employees of the Contractor;
- 2) Volunteers for the Contractor having unsupervised contact with individuals served by Contractor;
- 3) Sub-contractors for the Contractor, including employees and volunteers of the sub-contractor; or
- 4) Direct care providers of individuals served for which the Contractor provides service authorization.

**8. Compliance with Applicable Laws and Regulations**

The CONTRACTOR agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this agreement.

**9. Tax Status**

CONTRACTOR certifies that it is an Oregon non-profit corporation.

**10. Sub-Contracts**

No subcontracts may be entered into by the CONTRACTOR in the fulfillment of this agreement, except as authorized in writing, prior to their execution by NWSDS. The CONTRACTOR shall be responsible for the performance, supervision, and acts of its subcontractors.

**11. Funding**

This agreement is contingent upon the availability of Federal, State or Local Funds for such programs and services, and is subject to program and funding approval by Aging and People with Disabilities

(APD).

None of the funds provided under this agreement shall be used for the benefit of any candidate for public office.

**12. Workers' Compensation**

CONTRACTOR is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in performance of this contract, CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

**13. Insurance**

CONTRACTOR shall furnish evidence of comprehensive and personal liability insurance, issued by a company authorized to transact business in the state of Oregon, with limits of not less than \$200,000 per claimant per occurrence; \$500,000 combined single limits. The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act. The aggregate limit must be at least \$1,000,000.

Insurance coverage is to be in effect at the time the agreement begins and during the length of this agreement. Proof of continued insurance must be submitted to NWSDS by August 1, 2015; and thereafter, within 15 working days of the policies' renewal date(s). The insurer shall provide 30 day written notice to NWSDS of any material change, reduction of limits, intent not to renew, or cancellation of the CONTRACTOR'S coverage.

**14. Excuse for Non-Performance**

CONTRACTOR will not be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God, and war which is beyond the CONTRACTOR'S reasonable control. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this agreement.

**15. Indemnity**

CONTRACTOR shall indemnify, defend and hold harmless NORTHWEST SENIOR & DISABILITY SERVICES, the State of Oregon and its Department of Human Resources, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the CONTRACTOR, its officers, subcontractors, agents, volunteers, or employees under this agreement.

**16. On-site Monitoring/Assessment**


The CONTRACTOR agrees that NWSDS and their duly authorized representatives shall have access to such fiscal records and all other documents of the CONTRACTOR that are pertinent to this contract for the purpose of performing monitoring, examinations and audits, in order to verify the CONTRACTOR is in compliance with applicable laws and regulations mandated by the funding source.

**17. Termination**

This agreement may be terminated immediately by written agreement of both parties. This

agreement may be terminated by either party, or performance suspended by either party, with thirty (30) days advance notice in writing.

I, the undersigned, have the authority and/or responsibility for entering into contracts on behalf of Marion-Polk Food Share.

Signed:  Date: 7/29/15  
Printed Name: Ian Dixon-McDonald Title: VP Programs

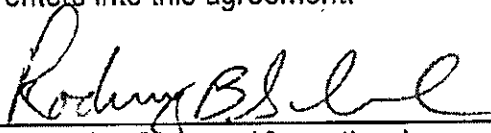
Business Designation (check one):

Corporation  
 Sole Proprietorship

Partnership  
 Non-Profit

Federal Tax ID# 93 - 3034161

NWSDS hereby accepts the above individual/organization as a qualified provider of home-delivered meals, and enters into this agreement.

Signed:  7/29/15  
Executive Director (Operations) Date

# MARION-POLK FOOD SHARE REIMBURSEMENT OF NUTRITION PROGRAM MEAL CERTIFICATES

(Revised 8/01/15)

Responsible	Procedure
NWSDS staff -- To Issue Meal Certificates:	NWSDS staff will be available each month at Center 50+ to enroll consumers in the program, collect program data, provide nutrition education and issue meal certificates ( <i>see attached description of the NWSDS Meal Certificate Program</i> ).
Marion-Polk Food Share staff	Provide meal services as authorized by NWSDS and in accordance with the NWSDS meal certificate program. As necessary, provide NWSDS staff with information regarding any service changes to individuals served through OAA.  Submit detailed monthly billing statements for OAA reimbursement no later than the 15 <sup>th</sup> of the month following the month in which services are provided. Submit billings to:  <b><i>NWSDS Nutrition Services Manager:</i></b> Kevin Grossnicklaus NorthWest Senior & Disability Services PO Box 12189 Salem, OR 97309                      Fax: 503-304-3475
<b>NOTE:</b> Marion-Polk Food Share staff will not solicit payment directly from individuals served through the OAA meal certificate program.	Include the following information on the billing: 1. Dates of service 2. Individual's name 3. Individual's address 4. Number of meals provided 5. Charge for services provided 6. Redeemed certificates
NWSDS Nutrition Services Manager	Verify services and approve billing for payment. Forward billing to accounting for payment.
NWSDS Nutrition Service	Enter units of service into Oregon ACCESS.

Administrative Assistant

NWSDS General Accountant

Issue payment for OAA services within 45 days of receipt.

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### **NWSDS Meal Certificate Program Description**

- A partnership between NWSDS and the Center 50 Plus that will allow seniors to have expanded meal options beginning August 1, 2015.
- The program expands the availability of healthy meal options for seniors, while also providing opportunities for social engagement through the certificate membership program.
- Senior consumers must complete an enrollment (one time application process)
- Meal certificates are available at the NWSDS office, located at 3410 Cherry Ave NE, Salem, OR 97309 and staff will be available at the Center 50 Plus once per month to enroll consumers, collect NAPIS information and supply punch cards.
- Meal certificates are distributed on a first come first serve basis, quantities are limited.
- To be eligible a consumer must be 60 years of age or older, or the spouse of a person 60 years of age who is enrolled to be eligible.
- For a suggested donation of \$3 per meal senior consumers can receive up to 20 certificates per month.
- Donations using SNAP benefits are accepted.
- Meal certificates may be redeemed for a lunch meal which is available Monday – Friday, 11:30 – 1:00 p.m. at Center 50 Plus, 2615 Portland Road NE, Salem OR, 97301.
- Meal certificates expire on the last day of each month that they were received.