

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Public Health (CCPH)      **CCPH SR2015-1521**

**SUBMISSION DATE:** April 16, 2015

**REQUESTED ACTION:** Clark County Board of County Councilors' approval of grant contract HDG.709 with Multnomah County, which provides up to \$260,131 for HIV case management services for eligible clients in Clark County. Further, authorize the Public Health Director to sign amendments related to this agreement.

SR Number:  
Assigned by the manager's office

| YES       | NO | ACTION                                    |
|-----------|----|---|
|           |    | County Manager review and approval        |
| XX        |    | Referral to BOCC                          |
|           |    | Hearing required                          |
| 4/28/2015 |    | Proposed hearing date if referred to BOCC |

### BACKGROUND

Consistent with Strategic Initiative 2 (to increase opportunities for healthy living), CCPH provides case management services for persons in our community living with HIV/AIDS.

CCPH receives regionally provided federal grant funding available to counties under the Ryan White CARE Act. CCPH contracts with Multnomah County Health Department, the lead agency for this region. The funding allows CCPH to ensure provision of care services for persons in Clark County who are living with HIV/AIDS. Care services include oral health care, case management, mental health services, emergency rental assistance, and payment/co-pays for health insurance premiums.

The population this grant serves must have medically verifiable HIV disease and an income less than or equal to 200% of the Federal Poverty Level, with no other source of payment for necessary services. The Ryan White CARE Act seeks to remove the barriers that prevent low income, uninsured and/or underinsured victims of HIV/AIDS and their families from receiving care and obtaining emergency housing.

### ADMINISTRATIVE POLICY IMPLICATIONS

N/A

### COUNCIL POLICY IMPLICATIONS

N/A

### PREVIOUS REVIEWS AND ACTIONS

N/A



*mgr  
OK  
4/17*

**COMMUNITY OUTREACH**

As the lead agency, Multnomah County engages critical stakeholders in this region to determine the funding amounts for each service category in the contract.

**BUDGET IMPLICATIONS**

| YES | NO |  |
|-----|----|--|
| XX  |    | Action falls within existing budget capacity.  |
|     |    | Action falls within existing budget capacity but requires a change of purpose within existing appropriation  |
|     |    | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

**DISTRIBUTION OF BOARD STAFF REPORTS:**

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>  
Copies are available by close of business on the Thursday after council deliberations.

**DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:**

- Alan Melnick
- Roxanne Wolfe
- Jeff Harbison
- Pam Dykes
- Kathy Smith
- Belinda Walker
- Holly Barnfather

**SUBMITTED BY:**



**Alan Melnick, MD, MPH, CPH**  
**Public Health Director/Health Officer**

**DATE:**

\_\_\_\_\_

**ATTACHMENTS**

**Staff Report and two Contracts with Multnomah County, HDG.709**

**COUNTY MANAGER ACTION\RECOMMENDATION**

By: **Mark McCauley**  
Date: 4/22/15  
SR Number:

**REQUESTED ACTION:** Clark County Board of County Councilors' approval of grant contract HDG.709 with Multnomah County, which provides up to \$260,131 for HIV case management services for eligible clients in Clark County. Further, authorize the Public Health Director to sign amendments related to this agreement.

**COUNTY MANAGER RECOMMENDATION:**

| Action                              | Conditions                               | Referral to council?       |
|-------------------------------------|--|----------------------------|
| <u>Approval</u> / <del>denial</del> | <i>Enter conditions or requests here</i> | <u>Yes</u> / <del>No</del> |

This block will be completed by the manager's office

  
**Mark McCauley, County Manager**      Date 4/22/15

**DISTRIBUTION**

- Alan Melnick
  - Roxanne Wolfe
  - Jeff Harbison
  - Pam Dykes
  - Kathy Smith
  - Belinda Walker
  - Holly Barnfather
-

**APPROVAL  
BOARD OF COUNTY COUNCILORS  
CLARK COUNTY, WASHINGTON**

Approved:   
Clark County Washington,  
Board of County Councilors

DATE: April 28, 2015

SR# SR 077-15

The Board office will use this signature block to document the Board's action, if Board action is required. Otherwise, this block will be left blank.

# BUDGET IMPACT ATTACHMENT

## Part 1: Narrative

Explain what creates a budget impact (additional staff, reduced revenue, change in policy, etc).  
Present assumptions for revenue and expenditure estimates.

## Part 2: Budget Impact

Include full position costs, including salaries and benefits.

| Fund #/Title         | Current Biennium |                | Next Biennium |       | Second Biennium |       |
|----------------------|------------------|----------------|---------------|-------|-----------------|-------|
|                      | GF               | Total          | GF            | Total | GF              | Total |
| Salary/Benefits      |                  | 128,316        |               |       |                 |       |
| Contractual          |                  | 30,275         |               |       |                 |       |
| Supplies             |                  |                |               |       |                 |       |
| Travel               |                  |                |               |       |                 |       |
| Other controllables  |                  | 101,540        |               |       |                 |       |
| Capital Outlays      |                  |                |               |       |                 |       |
| Inter-fund Transfers |                  |                |               |       |                 |       |
| Debt Service         |                  |                |               |       |                 |       |
| <b>Total</b>         |                  | <b>260,131</b> |               |       |                 |       |

Estimated start date for employees: 3/1/2015 – Continued grant funding for work currently being completed.

Departments may insert an excel spreadsheet into the staff report.



## CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that Contract 4400001712 Amendment N/A  
is ready for your signature.

**STEP 1:** Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A or B if it applies)
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Attachment 7 Criminal History Records Check Certificate
- ARRA EEO
- Other:

**STEP 2:** Return the following documents to the County:

- A complete copy of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: [centralcontracts@multco.us](mailto:centralcontracts@multco.us)

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing  
ATTN: Contracts  
501 SE Hawthorne Blvd., Suite 125  
Portland, Or 97214

**STEP 3:** No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Doreen Blomé at 503-988-3888

[doreen.blome@multco.us](mailto:doreen.blome@multco.us)

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Rosie Bockowski (503) 988-7505

Email: [rosie.m.bockowski@multco.us](mailto:rosie.m.bockowski@multco.us)

## **INTERGOVERNMENTAL AGREEMENT**

Contract Number 4400001712

This is an Agreement between Clark County, acting by and through its Public Health Department, (CCPH) and Multnomah County (County).

### **PURPOSE:**

Ryan White program funding will support core medical and support services which enable persons living with HIV/AIDS to access and remain in primary medical care, access drug therapies, and improve their quality of life. Services are intended to assist low-income individuals with HIV/AIDS.

Whereas, Multnomah County is responsible for ensuring access to Part A-funded services for persons living with HIV (PLWH) from Clark County in accordance with HIV Services Planning Council priorities and allocations;

Whereas, Multnomah County supports the delivery of Part A services in Clark County to facilitate access for Clark County PLWH and to support coordination with service systems in Clark County;

Now, therefore, Multnomah County, Oregon and Clark County, Washington for the consideration and conditions hereafter set forth do hereby enter into this agreement as follows:

1. **TERM** The term of this agreement shall be from March 1, 2015 to February 29, 2016. This agreement may be renewed on an annual basis at the option of both parties, provided that the renewal of this agreement complies with the terms of the Federal Ryan White HIV/AIDS Treatment Extension Act.
2. **JOINT RESPONSIBILTIES FOR COUNTY AND CCPH:** The COUNTY AND CCPH agree to:

#### **A. PLANNING**

- 1) COUNTY and CCPH will support the appointment and participation of representatives from Clark County on the HIV Services Planning Council and its Committees. Both parties understand that it is the responsibility of the HIV Services Planning Council to ensure equitable representation that reflects the demographics of people living with HIV in the Transitional Grant Area (TGA), including geographic representation.
- 2) Data about the service needs, service gaps, priorities, and service utilization for Clark County PLWH, including surveillance data, needs assessment reports, comprehensive planning reports, service utilization reports, and other materials as identified by CCPH and COUNTY will be presented to the Council and/or its Committees as a part of the Council's priority setting and allocation processes. Council staff will make every effort to ensure that limitations on the data presented to the Council are fully explained, including instances where the data does not include Clark County specific information.

## **B. SERVICE ADMINISTRATION**

### **1) Client Eligibility**

To be eligible for services under this Contract, individuals, who may be self-referred or referred by case managers, outreach workers, health departments, or other community agencies, shall:

- a. Have medically verifiable HIV disease. CCPH shall meet the federal requirement to document positive serostatus for each person receiving services.
- b. Reside in the six-county TGA which consists of the following counties: Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon, and Clark County, Washington. CCPH shall inform clients that any change in residence must be reported to the contractor. CCPH shall collect residency information from the client at least every six months.
- c. Have an income which is less than or equal to 200% of the Federal Poverty Level. CCPH shall inform clients that any change in income must be reported to the provider. CCPH shall collect income information from the client at least every six months. Clients receiving services under Early Intervention Services and Medical Case Management are exempt from income requirements but are required to report income.
- d. Provide documentation of eligibility that meets standards established by HRSA and the COUNTY. HIV Care Services will conduct chart reviews to determine if CCPH has required documentation. The CCPH shall document the following:
  - i. Identity
  - ii. HIV Status
  - iii. Residence in the TGA
  - iv. Insurance coverage
  - v. Income

### **2) General Requirements**

- a. CCPH shall have clear eligibility standards and procedures for determining a client's need for a service based on an understanding of other resources available in the community.
- b. CCPH shall make reasonable efforts to ensure that clients first use other available resources so that Ryan White Part A funds are funds of last resort. If CCPH utilizes Part A funds for client services that are eligible for third-party reimbursement including but not limited to Medicaid and Medicare, there must be a system in place to collect income from the appropriate third-party payers.
- c. If CCPH delivers Medicaid eligible services through this contract, CCPH must be Medicaid certified.
- d. Clients that are eligible for services from the Veterans Health Administration or Indian Health Service may also be eligible for services under this Contract. Eligibility for services from the Veterans Health

Administration or Indian Health Service shall not be considered in the "payor of last resort" requirement describe in this Contract.

- e. Funds received through this Contract cannot be used to make direct financial payments to clients.
- f. CCPH shall screen clients for access to a primary medical care provider and to health insurance. Where indicated, CCPH shall link clients with an appropriate service provider or system to facilitate access to medical care. CCPH shall link clients, as appropriate, to other services available within the TGA.
- g. CCPH shall update housing status and client's enrollment status annually. Medical care and medical case management providers must annually update client's HIV status. CCPH shall collect risk behavior information at service initiation.
- h. Services shall be delivered in accordance with Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009, Part A policies established by the Federal Health Resources and Services Administration, and the Portland TGA Service Standards.
- i. CCPH shall provide a mechanism for informed community members and persons living with HIV to provide input into the development and implementation of CCPH's policies and programs designed to address their needs. CCPH shall inform clients of the possibilities for such input.
- j. CCPH shall make systematic efforts to ensure persons living with HIV throughout the service area are aware of and know how to access the Contract services.
- k. CONTRACTOR shall provide culturally competent services for women, children, youth (13-24 yrs) and racial/ethnic and sexual minority clients.
- l. CCPH shall target service delivery with the objective to serve women, youth and racial/ethnic minorities at least in proportion to their representation in the TGA's estimated HIV/AIDS prevalence.
- m. CCPH shall inform clients of their rights and secure releases of information, in accordance with Federal and State Laws.
- n. CCPH shall have a written grievance policy and procedure in place that allows clients to express concerns and/or file complaints if they are dissatisfied with the services provided under this Contract. CCPH shall submit a copy of its grievance policy and procedure to the COUNTY upon request. CCPH shall inform clients about the grievance policy and procedure, and post it where clients can see it. If a client files a written grievance regarding services under this Contract, the CCPH shall inform the COUNTY in writing about the nature of the grievance and its resolution.
- o. CCPH shall include harm reduction as a component of its service delivery. Harm reduction may include motivational interviewing and risk reduction messages to support client's health, sexual health or otherwise mitigate the negative health effects of sexual risk taking or drug use.
- p. CCPH shall establish referral relationships with community-based agencies where HIV-positive clients might be identified. Examples of these access points include: hospital emergency rooms; substance abuse treatment centers; detoxification facilities; detention facilities; STD clinics; HIV counseling and testing sites; mental health programs; and homeless shelters.

- q. CCPH must submit a copy of any subcontract with another agency which has been hired to provide services to meet part or all of the obligations of this contract. The document must be submitted within thirty (30) days of execution of the subcontract to COUNTY.

### 3) Services

- a. CCPH shall complete the scope of work in the service areas outlined in **Attachment A**. CCPH shall complete work according to outcomes identified for each service area in **Attachment A**.
- b. The services and deliverables specified in **Attachment A** are system-wide. These services and deliverables will be funded by the COUNTY, as provided for in section 7 and by other funds leveraged by the CCPH. CCPH shall notify COUNTY within 30 days of CCPH's notice of any change to the funding leveraged by the CCPH. Upon notification of significant funding changes, services and deliverables shall be adjusted in consultation with the COUNTY.
- c. Unallowable Projects/Activities: The following projects and activities are NOT allowable under this Agreement:
  - i. epidemiological projects,
  - ii. research studies,
  - iii. capital projects,
  - iv. purchasing or improving land, or the purchasing, constructing or permanent improvement of any building or facility,
  - v. cash payments to service recipients,
  - vi. non-targeted marketing promotions, advertising about HIV services that target the general public or broad-scope awareness activities that have HIV services that target the general public,
  - vii. entertainment costs, including the cost of amusements, solely social activities and related incidental costs,
  - viii. foreign travel
  - ix. fundraising expenses, and
  - x. lobbying expenses.

### 4) Data Collection, Reporting and Security

- a. CCPH shall provide the COUNTY with unduplicated client level data using the CAREWare data system for all services provided under the auspices of this contract.
- b. CCPH shall participate in the CAREWare Data Sharing Agreement, **Attachment C**.
- c. CCPH shall be responsible for CAREWare data security at its own agency. Providers shall protect client confidentiality in accordance with state and federal laws, including the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder (collectively, "HIPAA"). In any event,

CCPH shall protect client data using the minimum guidelines outlined in subsections 2.B.4)g and 2.B.4)h, below.

- d. CCPH shall have data security protocols in place for safeguarding client information which may include, but are not limited to locked file cabinets, password protected computer login, and CAREWare database login. CCPH shall be responsible for its own access change requests (i.e. forgotten password, new staff access, etc.), and shall track all requested changes.
- e. CCPH shall be responsible for training new staff on use of CAREWare.
- f. CCPH shall be responsible for maintaining a data system, whether it be CAREWare or another system of record, to ensure timely submission of required data and reports.
- g. **Confidentiality**
  - i. "Confidential Information" means any information about the COUNTY, CONTRACTOR, and all other parties to the CAREWare Data Sharing Agreement and any other information deemed "personally identifiable information," "personal data," or "personal health information" under applicable law
  - ii. The parties acknowledge and agree that all Confidential Information disclosed by them pursuant to the Contract or the CAREWare Data Sharing Agreement, or made accessible through the use of CAREWare, is confidential. The parties will not use any Confidential Information during the term of the Contract or thereafter for any purpose other than as expressly permitted or required under the Contract or the CAREWare Data Sharing Agreement. The parties will not disclose or provide any Confidential Information to any third party, except as expressly authorized by the Contract or the CAREWare Data Sharing Agreement, or as strictly required by applicable law, regulation, or court order.
  - iii. The foregoing obligations and restrictions do not require the parties to protect any information that (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either party; (iii) is lawfully disclosed to either party by a third party who is under no obligation of confidentiality to either party with respect to such information; (iv) is developed independently by either party without reference to or use of the Confidential Information; or (v) is required to be disclosed by law or to a government authority.
  - iv. Disclosure by either party of Confidential Information to its employees, agents, affiliates, subsidiaries, permitted subcontractors, and consultants is authorized only to the extent such disclosure is necessary to enable CONTRACTOR's use of CAREWare in compliance with the Contract and the CAREWare Data Sharing Agreement. The parties will exercise a high standard of care necessary to ensure that such persons will protect the confidential nature of the Confidential Information. If requested, a party will demonstrate to the other party that their employees,

agents, affiliates, subsidiaries, permitted subcontractors, and consultants are obligated to protect third party confidential information from unauthorized disclosure.

- v. The parties will instruct their personnel to maintain the confidentiality of any Confidential Information and shall require that its personnel agree in writing substantially as set forth in subsections 2.B.4)g and 2.B.4)h. The obligations outlined in this subsection E shall remain in effect throughout the term of the Contract and CAREWare Data Sharing Agreement and shall continue for two (2) years following the later of termination or expiration of the Contract or CAREWare Data Sharing Agreement, or such longer period as required by applicable law.

**h. Information Security**

- i. **CONTRACTOR RESPONSIBILITIES.** Without limiting CONTRACTOR's obligation of confidentiality, as further described herein, CONTRACTOR shall be responsible for establishing and maintaining an internal information security plan/program that is designed to (i) ensure the security and confidentiality of Confidential Information in CONTRACTOR's possession or control; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information in CONTRACTOR's possession or control; (iii) protect against unauthorized access, modification, or use of Confidential Information in CONTRACTOR's possession or control; (iv) ensure the proper disposal of Confidential Information in CONTRACTOR's possession or control; and, (v) ensure that all employees, agents, permitted subcontractors of CONTRACTOR, and third party processors, if any, comply with all of the foregoing.
- ii. **Right of Audit by COUNTY.** COUNTY shall have the right to review CONTRACTOR's information security program from time to time during the term of the Contract. For the duration of the period during which CONTRACTOR has access to CAREWare, COUNTY may, at its own expense and with reasonable notice, perform or to have performed an on-site audit of CONTRACTOR's internal information security program. In the event of a suspected data breach by CONTRACTOR of any data in CONTRACTOR's possession or control, COUNTY may, at CONTRACTOR's expense, perform or cause to have performed a complete audit of CONTRACTOR's internal information security program.
- iii. **Access Control Obligations of CONTRACTOR.** CONTRACTOR shall take all necessary and reasonable precautions to appropriately limit access by CONTRACTOR's employees, agents, contractors, subcontractors, interns, students, and volunteers to Confidential Information in CONTRACTOR's possession or control.
- iv. **Security Breach.** In the event of an actual or suspected security breach of Confidential Information in CONTRACTOR's possession or control, CONTRACTOR shall immediately notify COUNTY of the

breach or potential breach and shall comply with all applicable breach notification laws. CONTRACTOR agrees to cooperate with COUNTY in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure of the Confidential Information or CAREWare, as may be reasonably requested by COUNTY. A CONTRACTOR responsible for a breach shall promptly reimburse COUNTY for the actual costs of any breach notifications, expenses, or other fees, including any state or federal fines, associated with a breach under this section of "personally identifiable information," "personal data," or "personal health information," as those terms may be defined under applicable law.

- v. Contractor shall send any applicable notifications regarding a security breach to the Portland TGA Ryan White Part A Grantee (also known as HIV Care Services) and to the following notification e-mail address: [IT.Security@multco.us](mailto:IT.Security@multco.us)

#### **5) Reporting, Monitoring, and Evaluation**

- a. CCPH shall comply with federal limits on charges to Ryan White clients. Clients with incomes below 100% of the federal poverty level (FPL) shall not be charged. Any CCPH system for charging clients between 100% and 200% of FPL must be approved by COUNTY. If CCPH has established a fee schedule for services and/or a sliding fee scale, this schedule and applicable policies and procedures shall be provided to the COUNTY upon request.
- b. CCPH shall submit the annual "HRSA report on Administrative Costs," detailing administrative expenditures for the contract period. This report is due by May 15, 2016
- c. CCPH shall submit the "Ryan White Part A Quarterly Narrative Report". CCPH shall submit this report to the COUNTY by June 30, 2015, September 30, 2015 and January 9, 2016 for services provided during the previous quarter. The "Ryan White Part A Final Narrative Report" shall be submitted by March 31, 2016. All reports shall be submitted in the format provided by the COUNTY.
- d. CCPH shall report its progress toward achieving system-wide outcome objectives established by the COUNTY for Contract services. This report shall be submitted to the COUNTY on an annual basis by April 15, 2016.
- e. CCPH shall meet all the data collection requirements for the federally required "Ryan White HIV/AIDS Program Services Report" (RSR) for the period January 1 through December 31, 2015. CCPH shall submit the RSR to HIV Care Services by January 15, 2016 and to HRSA using Electronic Handbook (EHB) by March 31, 2016.
- f. The CCPH will regularly assess data completeness and CCPH shall take action to improve quality of reporting and ensure data completeness.

- g. CCPH shall have a documented continuous quality improvement system to assess the quality of care provided and to ensure that deficiencies are identified and addressed. CCPH shall submit a quality management plan by May 30, 2015. CCPH shall submit two quarterly improvement reports using the format provided by the COUNTY by September 30, 2015 and March 31, 2016.
  - h. CCPH shall assist with all other COUNTY and Federal program evaluation, quality assurance, quality improvement, service utilization and financial reporting initiatives. These may include, but are not limited to client satisfaction surveys, peer provider surveys, focus groups and site visits from COUNTY staff.
  - i. CCPH shall attend Ryan White Service Provider meetings convened by COUNTY to share information, discuss evaluation and quality improvement issues, and review common contractual or programmatic concerns.
- 6) **The maximum payment under this Agreement, including expenses, is \$ 260,131**

7) **Payment Basis**

- a. COUNTY shall pay CCPH based on the budget in **Attachment B**. Expenditures must not exceed the following amounts for each program component:
 

|                            |           |
|----------------------------|-----------|
| i. Medical Case Management | \$128,316 |
| ii. Oral Health Care       | \$20,275  |
| iii. Mental Health Care    | \$10,000  |
| iv. Health Insurance       | \$42,021  |
| v. Housing Services        | \$59,519  |
- b. COUNTY shall reimburse CCPH within thirty (30) days upon receipt of an itemized billing invoice and CCPH's service utilization data must be current in CAREWare for services provided during invoice period. COUNTY may not release CCPH's monthly payment if the utilization data is more than one (1) month in arrears.
- c. CCPH shall not restrict any other organization from pursuing any funds offered by the County for Ryan White services.
- d. CCPH must receive approval from COUNTY for any equipment purchase with a cost equal to or more than \$5,000. Any piece of equipment with a cost equal to or more than \$5,000 and with a useful life of longer than one year purchased with contract funds shall remain the property of COUNTY, and its final disposition shall be at the sole discretion of COUNTY. CCPH shall retain possession of the equipment so long as it is used to support Ryan White funded programs and services.

- e. Administrative costs billed by CCPH, as part of this Contract, must not exceed 10% of the total Contract amount. Administrative costs include indirect costs; the cost to maintain facilities and the cost of rent; costs associated with management and oversight of the Contract; and costs associated with program support, including quality assurance and quality controls.
- f. Funds received through this Contract cannot be used for staff travel to conferences or other meetings outside the states of Oregon and Washington without COUNTY's approval.
- g. Budget modifications of more than 20% within a major category (Personnel, Materials, and Services or Direct Assistance) must be approved by the COUNTY.
- h. Any budget modification between major categories (Personnel, Materials, and Services or Direct Assistance) must be approved by the COUNTY.
- i. COUNTY and CCPH agree that this Contract is subject to the availability of federal funds.
- j. In the event that CCPH does not demonstrate the ability to provide services at the level specified above during the Contract term, COUNTY reserves the right to reduce Contract funding and reallocate these funds to other Ryan White services.
- k. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract through the fiscal year ending June 30, 2015. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or CCPH may terminate the Contract or the parties, by mutual agreement, may reduce Contract funding accordingly. COUNTY will notify CCPH as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- l. CCPH shall collect and report program income directly generated by this grant-supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, e.g. direct payment or reimbursements received from Medicaid, Medicare and third-party insurance. The program income must be returned to the respective Ryan White program and used to provide eligible services to eligible clients. CCPH shall submit the annual "HRSA Report on Program Income" detailing the amount of program income received in the contract period and detailing the expenditures of program income during the grant period. This report is due by May 1, 2016.

## **8) CCPH Billing**

- a. CCPH shall submit a monthly invoice for the previous month's services by the end of each month. The invoice shall be numbered, dated and reference the contract number. The invoice must be sent to:  
HIV Grants Manager  
Multnomah County Health Department  
426 SW Stark St 4th Floor  
Portland, OR 97204
- b. All final billings affecting Agreement payment must be received within forty five (45) days after the end of the Agreement period, February 29, 2016. Final billing not received within this specified time will be the sole responsibility of CCPH.

3. **TERMINATION** This agreement may be terminated by either party upon 60 (sixty) day's written notice.
4. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CCPH from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of Washington State Law, CCPH shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CCPH, its officers, employees and agents in the performance of this agreement.
5. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
6. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
7. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
9. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
10. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
11. **ADDITIONAL TERMS AND CONDITIONS:**

**A. Certification Regarding Lobbying.**

CONTRACTOR certifies, to the best of CONTRACTOR's knowledge and belief, that no federally appropriated funds have been paid or shall be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or an 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 federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**B. OMB CIRCULAR A-133**

If CONTRACTOR is a sub-recipient of federal funds passed through COUNTY, CONTRACTOR shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-133 and the federal Single Audit Act of 1996, Public Law 104-156.

**C. Fiscal, Administrative and Audit Requirements**

CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures and cost allocations and to maintain fiscal, clinical and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules and COUNTY procedures. Reports and fiscal data generated by CONTRACTOR under this Contract shall be accessible to COUNTY upon request.

MULTNOMAH COUNTY, OREGON:

CCPH:

County Chair or Designee: DEBORAH KAFOURY /js  
 Date: MARCH 31, 2015  
 Dept Director or Designee: n/a  
 Date: n/a

Signature: \_\_\_\_\_  
 Print Name: Clark County Washington  
 Title: Board of County Councilors  
 Date: \_\_\_\_\_

JENNY M. MADKOUR,  
 ACTING COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form  
 by:

By /s/Bernadette Nunley  
 Assistant County Attorney  
 Date: Via e-mail 3/20/15

Jane S. Hutto  
CCDP/Chief  
 Date: 4/12/15

**ATTACHMENT A**  
**MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT**

**Contract No. 4400001712**

**CASE MANAGEMENT SERVICES**

**\$128,316**

1. CCPH shall provide case management services to a minimum of three hundred and thirty 330 clients during the Agreement period.
2. CCPH shall provide a minimum total of 2,350 hours of direct client contacts and collateral work documented in units of 15 minutes. Direct clients contacts include any communication directly with client including face-to-face, phone or via email. Collateral work is defined as work performed on behalf of the client, such as, phone calls on behalf of the client, consultation with other providers and filling out paper work for clients.
3. Case management services shall be delivered based on a client's need and be guided by the Portland TGA Service Standards. CCPH shall assess the client's need using a standardized tool and take into consideration the identified issues, goals identified by the client, client's ability to engage in her/his own care, and existing resources available to address the issues.
4. CCPH shall provide treatment adherence support to ten (10) clients and provide fifty (50) hours of direct client contacts and collateral work. This support may be provided by a nurse or a health educator.

**OUTCOMES**

1. At least 90% of clients shall be engage in medical care as defined by the Portland TGA Standards of Care.
2. At least 95% of all clients shall either remain engaged in medical care or the reasons for discontinuation of service shall be identified and reported.

**DENTAL CARE**

**\$20,275**

A minimum of fifteen (15) clients will receive a minimum of sixty (60) dental visits during the agreement year. Services shall include preventative care in addition to emergency care and CCPH shall utilize funding on a schedule that ensures access to care throughout the contract year. Dental services shall be consistent with community standards.

**OUTCOMES**

1. At least 75% of unduplicated clients shall receive at least 1 preventive dental care visit within the contract year.
2. At least 65% of unduplicated clients with an emergency visit shall also have one preventive care visit during the contract year.

## HEALTH INSURANCE

**\$42,021**

A minimum of fifty (50) clients will have a minimum of two hundred and sixty-five (265) payments for insurance premiums, medication co-pays or medical visit co-pays paid on their behalf during the agreement year.

## OUTCOMES

1. At least 90% of clients shall be engaged in medical care as defined by the Portland TGA Standards of Care.
2. At least 95% of all clients will maintain insurance coverage during Agreement year

## HOUSING ASSISTANCE

**\$59,519**

1. CCPH shall provide financial supportive housing assistance for a minimum of seventy nine (79) clients. Payments for housing assistance will not exceed a six-month period as deemed appropriate by a mutually agreed upon treatment plan between CPH and client. Financial assistance will include move-in costs, move-in rent, deposits, application/screening fees, rent for eviction prevention, and emergency vouchers when appropriate to enable clients to access or maintain housing and increase their ability to gain/or maintain access to HIV-related medical care and treatment.
2. CCPH shall require that clients have a medical care provider or accept a referral for care. Subsequent financial housing assistance requests shall require verification of participation in medical care.

## OUTCOME

1. At least 90% of all clients shall be in stable housing as evidenced by continued enrollment in housing services or as documented at the time of exiting the program.
2. At least 90% of housing clients shall be engaged in medical care as defined by the Portland TGA Standards of Care.

## MENTAL HEALTH SERVICES

**\$10,000**

1. CPH or its sub-Contractor (s) shall provide mental health services for a minimum of eight (8) persons living with HIV. CPH shall ensure that all mental health services are provided by a qualified mental health professional (licensed or non-licensed) as defined by Oregon Administrative Rules (i.e. psychologist, psychiatrist, psychiatric nurse practitioner, clinical social worker, or licensed professional counselor).
2. CPH or its sub-Contractor (s) shall provide seventy five (75) hours of short-term individual, couples and/or family counseling, mental health assessment and home visit sessions. CPH or its sub-Contractor (s) shall provide ten (10) group sessions. Counseling sessions will address those issues identified as most appropriate for individual, couple or family work, address crisis circumstances for purposes of intervention and stabilization and/or prepare clients for group counseling.

## **OUTCOMES**

The percent of clients with improved and stable patient profiles will be measured at the end of the Agreement year.

1. At least fifty percent (50%) of clients shall have an improved patient profile during the Agreement year.
2. At least an additional thirty-five percent (35%) of clients shall have a patient profile that remains stable during the Agreement year.
3. At least eighty-five percent (85%) of clients shall have had a patient profile that remained stable or improved during the Agreement year.

**ATTACHMENT B**  
**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract No. 4400001712**  
**Clark County Public Health Department**  
**March 1, 2015 to February 29, 2016**

| Description                | MCM            | Mental Health | Housing       | Health Insurance | Oral Health   | Total            |
|----------------------------|----------------|---------------|---------------|------------------|---------------|------------------|
| Personnel                  | 116,505        |               |               |                  |               | 116,505          |
| Materials & Services       |                |               |               |                  |               | -                |
| Travel                     | 120            |               |               |                  |               | 120              |
| Supplies                   | 26             |               |               |                  |               | 26               |
| Total Materials & Services | 146            |               |               |                  |               | 146              |
| Professional Services      |                | 9,091         | 54,108        | 38,201           | 18,432        | 119,832          |
| <b>Total Direct Budget</b> | <b>116,651</b> | <b>9,091</b>  | <b>54,108</b> | <b>38,201</b>    | <b>18,432</b> | <b>236,483</b>   |
| Indirect Costs Admin       | 11,665         | 909           | 5,411         | 3,820            | 1,843         | 23,648           |
| <b>TOTAL BUDGET</b>        | <b>128,316</b> | <b>10,000</b> | <b>59,519</b> | <b>42,021</b>    | <b>20,275</b> | <b>\$260,131</b> |

| Direct Personnel FTE    | MCM         | Mental Health | Housing  | Health Insurance | Dental   | TOTAL       |
|-------------------------|-------------|---------------|----------|------------------|----------|-------------|
| Program Manager         | 0.05        | -             | -        | -                | -        | 0.05        |
| Office Assistant        | 0.30        | -             | -        | -                | -        | 0.30        |
| Community Health Worker | 0.70        | -             | -        | -                | -        | 0.70        |
| Social Worker           | 1.01        | -             | -        | -                | -        | 1.01        |
| Nurse                   | 0.05        | -             | -        | -                | -        | 0.05        |
| <b>TOTAL</b>            | <b>2.11</b> | <b>-</b>      | <b>-</b> | <b>-</b>         | <b>-</b> | <b>2.11</b> |

## Attachment C

### CAREWare Data Sharing Agreement

**This Agreement includes the following Parties:**

Multnomah County (HIV Care Services, HIV Health Services Center and STD Clinic)  
Central City Concern (Achieving Independence, Housing, Health and Recovery (AIHHR) formerly HealthShare)  
Cascade AIDS Project  
Clark County Health Department, WA  
Ecumenical Ministries of Oregon (EMO)  
OHSU Russell Street Dental Clinic  
OHSU Partnership Project  
Quest Integrated Health Center aka Project Quest  
Yamhill County Health and Human Services Department  
Washington County

**Purpose:**

The purpose of this agreement is to establish standards for the access to and disclosure of protected health information or Individually Identifiable health information which is shared among the Parties.

**Definitions:**

**Protected Health Information (PHI)** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future services provided to persons living with HIV disease; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such terms under HIPAA regulations, and any applicable state laws.

**Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, and (ii) identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**The Parties agree to the following terms and conditions:**

- The Parties will ensure the electronic submission of client-level HIV services data into CAREWare.
- As required in the contract with Multnomah County to provide Ryan White funded services, the Parties will maintain and participate in improvements to a shared system of protected health information and service utilization while observing laws and standards on privacy, confidentiality, and security.

## Attachment C

- The Parties will comply with all applicable federal and state laws and regulations and applicable standards, regarding, but not limited to, communication of reportable diseases, disclosure of health status, and delivery of health and medical services.
- Each Party represents, prior to gaining access to PHI, that each Party and each Party's employees, independent contractors, and agents responsible for management of shared data will complete HIPAA privacy training.
- Each Party agrees to enter client information into CAREWare, including Protected Health Information and client information protected under 42 CFR Part 2, in compliance with relevant state and federal law and assuming the information will be shared, accessed, or disclosed to other Parties that have access to CAREWare for treatment, including coordination of care, or payment.
- Client information entered into CAREWare must be entered in compliance with each Party's contract with Multnomah County.
- Client information will only be entered into CAREWare if the entering Party has provided clients with notice that their health information might be shared with other entities for coordination of care or has obtained consent or authorization to disclose information to other Parties that have access to CAREWare for treatment, including coordination of care, or payment, as required by law.
- Any client information for which a Party has not obtained consent or authorization for sharing or disclosure as required by law must be maintained in the "case notes" fields, which cannot be viewed by other Parties, or not entered into CAREWare.
- **Protection of Information:** All PHI and individually identifiable health information contained in the Shared Data System or electronically maintained in other formats shall be protected by reasonable and appropriate administrative, technical, and physical safeguards to protect against any reasonably anticipated threats or hazards to the privacy, security or integrity of PHI, in compliance with the HIPAA privacy regulations.

### Additional Terms

- The term of this agreement shall begin January 1, 2014 and shall continue perpetually unless terminated earlier as provided herein.
- This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- The Parties may terminate this agreement by giving 120 days written notice to the other Parties.
- Any party to this agreement may recommend revisions as the need arises. Revisions become effective upon written approval of all parties.

Attachment C

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

On behalf of Multnomah County (HIV Care Services, HIV Health Services Center and STD Clinic)

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

On behalf of Cascade AIDS Project

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

On behalf of Central City Concern (Achieving Independence, Housing, Health and Recovery (AIHHR) formerly HealthShare)

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

On behalf of Clark County Health Department, WA

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

On behalf of Ecumenical Ministries of Oregon (EMO)

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

On behalf of OHSU Russell Street Dental Clinic

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

On behalf of OHSU Partnership Project

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

On behalf of Quest Integrated Health Center aka Project Quest

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

On behalf of Yamhill County Health and Human Services Department

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

On behalf of Washington County

