



STAFF REPORT



DEPARTMENT: Clark County Public Health

DATE: June 24, 2014

SPECIFIC REQUEST: Clark County Board of Commissioners' ratification of approval of renewing grant funding HDG.635 with Multnomah County and authorization for Public Health Director/Health Officer to sign contracts and amendments related to this agreement. The grant provides funding for HIV intervention and prevention services for eligible clients in Clark County. Up to \$232,275 is available under this grant agreement.

PUBLIC HEALTH STRATEGIC INITIATIVES

<input type="checkbox"/> 1 – Ensure public safety and increase community resilience	<input type="checkbox"/> 4 – Link public health, primary care, behavioral health, oral health, and community resources in alignment with health care reform
<input checked="" type="checkbox"/> 2 – Increase opportunities for healthy living	<input type="checkbox"/> 5 – Demonstrate excellence in local public health practice and management
<input type="checkbox"/> 3 – Increase opportunities for every child to have a healthy start	<input type="checkbox"/> 6 – Other

BACKGROUND

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

For many years, CCPH has been the recipient of federal grant funding available to counties under the Ryan White CARE Act. Multnomah County Health Department receives this money as the lead agency in the region, and then contracts with CCPH to ensure provision of care services for persons who qualify in Clark County living with HIV/AIDS. Care services include oral health services, case management, mental health services, emergency rental assistance, and payment of health insurance premiums and co-pays.

COMMUNITY INVOLVEMENT

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

HEALTH EQUITY

The population this grant funding serves must meet the following criteria: medically verifiable HIV disease, an income less than or equal to 200% of the Federal Poverty Level, and 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 AIDS and their families from receiving care and obtaining emergency housing.

ACTION REQUESTED

- Clark County Board of Commissioners' ratification of approval of SR2014-1453 for Contract HDG.635 with Multnomah County.
- Clark County Board of Commissioners' ratification of approval of Public Health Director/Health Officer to sign contracts and amendments associated with HDG.635.

Handwritten signature/initials: OK you

BUDGET AND POLICY IMPLICATIONS

The funding was anticipated and is included in the current budget. This action falls within existing budget authority and within salaries/benefits and/or non-salary/benefits.

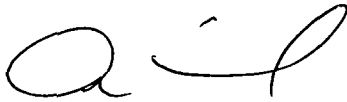
FISCAL IMPACT

Yes (see attached form)

No

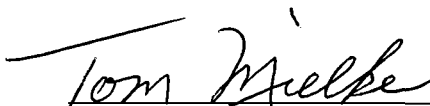
DISTRIBUTION

Alan Melnick, Clark County Public Health
Trisha Mortell, Clark County Public Health
Pam Dykes, Clark County Public Health
Debbie Aultman, Clark County Public Health
Jeff Harbison, Clark County Public Health
Belinda Walker, Clark County Public Health
Kathy Smith, Clark County Public Health



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

Ratified
Approved: *June 24, 2014 SR 131-14*



Clark County Board of Commissioners

*Prevent disease * Promote healthy choices * Protect food, water and air * Prepare for emergencies*

FISCAL IMPACT ATTACHMENT (Completed by Finance Manager)

I. A – Describe the type of revenue (grant, fees, etc.)
 General Fund

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 /Federal Ryan White HIV Part A Grant		232,275				
Total		232,275				

II. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 / Public Health			232,275				
Total			232,275				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		113,485				
Contractual		30,275				
Supplies						
Travel						
Other controllables		88,515				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		232,275				



proud past, promising future

SR#2014-1453

STAFF REPORT

DEPARTMENT: Clark County Public Health

DATE: June 16, 2014

SPECIFIC REQUEST: Clark County Board of Commissioners approval of renewing grant funding HDG.635 with Multnomah County and authorization for Public Health Director/Health Officer to sign contracts and amendments related to this agreement. The action requested on this staff report will be presented for ratification at the June 24, 2014 Board of County Commissioner consent agenda. The grant provides funding for HIV intervention and prevention services for eligible clients in Clark County. Up to \$232,275 is available under this grant agreement.

PUBLIC HEALTH STRATEGIC INITIATIVES

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ACTION REQUESTED

- Clark County Administrator approval of grant agreement HDG.635 with Multnomah County to be submitted for ratification at June 2, 2014 Board of County Commissioner Consent.
- Authorization for Public Health Director/Health Officer to sign contracts and amendments related to this funding.

*Prevent disease * Promote healthy choices * Protect food, water and air * Prepare for emergencies*

BUDGET AND POLICY IMPLICATIONS

The funding was anticipated and is included in the current budget. This action falls within existing budget authority and within salaries/benefits and/or non-salary/benefits.

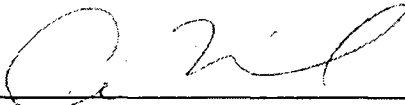
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Kathy Smith, Clark County Public Health



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

Approved:



Clark County Board of Commissioners

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Inter-fund Transfers						
Debt Service						
Total		232,275				



CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that Contract 4400000863 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

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

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

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400000863

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, 2014 to February 28, 2015. 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 RESPONSIBILITIES 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 exhibitContract.

- 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, attached here as example.
- 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").

- 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.

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, 2015
- c. CCPH shall submit the "Ryan White Part A Quarterly Narrative Report". CCPH shall submit this report to the COUNTY by June 30, 2014, September 30, 2014 and January 9, 2015 for services provided during the previous quarter. The "Ryan White Part A Final Narrative Report" shall be submitted by March 31, 2015. 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 March 31, 2015.
- 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, 2014. CCPH shall submit the RSR by March 2, 2015.
- 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.
- 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 \$232,275

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	\$113,485
ii. Oral Health Care	\$20,275
iii. Mental Health Care	\$10,000
iv. Health Insurance	\$42,021
v. Housing Services	\$46,494

- 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, 2014. 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, 2015.

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 28,

2015. 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:**

n/a

MULTNOMAH COUNTY, OREGON:

CCPH:

County Chair or Designee:

Maria Madkour

Date:

3/25/14

Dept Director or Designee:

n/a

Date:

n/a

Signature:

Print Name:

Alan Melnick, MD MPH CPH

Title:

Public Health Director/
Health Officer

Date:

JENNY M. MADKOUR,
ACTING COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by:

Jane S. Hutto

By
Assistant County Attorney

/s/Bernadette Nunley

Date:

3/13/14 4/28/14

Date:

ATTACHMENT A

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

Contract No. 4400000863

CASE MANAGEMENT SERVICES

\$113,485

1. CCPH shall provide case management services to a minimum of three hundred 300 clients during the Agreement period.
2. CCPH shall provide a minimum total of 2,200 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 fifteen (15) clients and provide seventy (70) 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 CPH 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

\$46,494

1. CCPH shall provide financial supportive housing assistance for a minimum of sixty two (62) 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. CPH 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. 4400000863

Clark County Public Health Department

March 1, 2014 to February 28, 2015

Description	MCM	Mental Health	Housing	Health		Total
				Insurance	Oral Health	
Personnel	103,016	-	-	-	-	103,016
Materials & Services	-	-	-	-	-	-
Travel	100	-	-	-	-	100
Supplies	52	-	-	-	-	52
Total Materials & Services	152	-	-	-	-	152
Professional Services	-	9,091	42,267	38,201	18,432	107,991
Total Direct Budget	103,168	9,091	42,267	38,201	18,432	211,159
Indirect Costs Admin	10,317	909	4,227	3,820	1,843	21,116
TOTAL BUDGET	113,485	10,000	46,494	42,021	20,275	\$232,275
Health						
Direct Personnel FTE	MCM	Mental Health	Housing	Insurance	Dental	TOTAL
Program Manager	0.04	-	-	-	-	0.04
Office Assistant	0.25	-	-	-	-	0.25
Social Worker	0.90	-	-	-	-	0.90
Nurse	0.04	-	-	-	-	0.04
TOTAL	1.23	-	-	-	-	1.23

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

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