

# Community Health Council

## Community Health Council Board Meeting Minutes

**Date:** Monday, November 4th, 2019

**Time:** 6:00 PM

**Location:** Gladys McCoy Building, Room 850

**Approved:**

**Recorded by:** Priscilla Hunter

### Attendance:

Board Members	Title	Y/N
Deborah Abney	Board Member	Y
David Aguayo	Board Member	Y
Fabiola Arreola	Vice Chair	Y
Jon Cole	Member-at-Large	N
Tamia Deary	Member-at-Large	Y
Iris Hodge	Board Member	N
Tara Marshall	Chair	Y
Susana Mendoza	Board Member	N
Harold Odhiambo	Board Member	Y
Pedro Sandoval Prieto	Secretary	Y
Wendy Shumway	Board Member	N
Staff	Title	Y/N
Vanetta Abdellatif	ICS Director	Y
Lucia Cabrejos	Interpreter, Passport to Languages	Y
Adrienne Daniels	ICS Deputy Director	Y
Priscilla Hunter	Administrative Analyst	Y
Mark Lewis	Senior Manager Business Operations	Y
Linda Niksich	Community Health Council Coordinator	Y
Christine Palermo	Dental Program Manager	Y

**Guests:** Nina McPherson and an OHSU Student who didn't sign in

### Action Items:

- Mark Lewis to gather information and report out on targets and gross collection rate by payer (Primary Care and Dental) for July 2019 during the December meeting.
- Mark Lewis to add the number of billable Dental visits for August 2019 to the

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monthly dashboard and report out during the December meeting.

- Kimmy Hicks, Quality Project Manager to simplify the title in the Feedback and Complaint Policy from the ICS Director to Community Health Center Executive Director for consistency
- Linda Nicksich will send out more information of the Living Yoga Partnership via email

### Decisions:

- Approved the October 2019 meeting minutes
- Approved updated Feedback and Complaint Policy (ICS.04.16)
- Approved Co-Applicant Agreement updates
- Approved new policy ICS.01.45- Health Centers New Patients & Service Area Criteria
- Approved updates to policy ICS.01.29- Patient Discharge from Clinical Services

**The meeting was called to order at 6:07 pm by Chair, Tara Marshall.**

**The Meeting Ground Rules were presented by Board Member, David Aguayo.**

**Noted that quorum was met.**

### **October 2019 Meeting Minutes Review (Vote required)**

*(See Document - October CHC Meeting Minutes)*

*No other questions or comments were raised by CHC members.*

***Motion by Fabiola to approve the October 2019 Meeting Minutes.***

***Seconded by Dave .***

***6 aye; 0 nay; 0 abstain***

***Motion carries***

### **Commissioner Jessica Vega Pederson**

Commissioner Vega Pederson talked to board members and guests about her work as a county commissioner and some of the current projects she's involved in. She discussed some of her top priorities as a council member:

- Transportation
  - Safety, Equity and Climate as it relates to transportation
- Preschool and Early Education investment
- Clean energy

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- She works diligently to try and get marginalized communities involved in clean energy solutions.

### *Questions and comments raised by CHC members:*

- Pedro asks commissioner Vega Pederson what can members of the community do to help create a healthy environment. Commissioner Vega Pederson responds by saying that community members can begin using renewable energy sources and being more energy efficient; Commissioner Vega Pederson also mentioned that healthcare staff can also contribute to promote a healthier environment by beginning to ask patients about their transportation process to and from appointments and if they have adequate transportation to and from appointments.
- Vanetta asks Commissioner Vega Pederson about "Earthquake ready Burnside Bridge Project". Commissioner Vega Pederson gave a brief overview of this project and let committee members know that they can find more information about the [Project](#) on the county website.

*No other questions or comments were raised by CHC members.*

### **Monthly Budget Report- End of Year Financials and visit reports**

*(See Document - Monthly Dashboard-July and August 2019)*

Angel reports out on the following updates for July and August 2019:

- Increase in billable visits for Primary Care and Dental for July
- Decline in billable visits for School Based Health Centers for July
- Uninsured visits rose for Primary Care and Dental in July
- Decrease in billable visits for Primary Care for August
- Increase in billable visits for Dental in August

### *Questions and comments raised by CHC members:*

- Tara asked if the amount of billable visits for July is the same as August. Vanetta notices that the visits for August are missing from the report. **ACTION ITEM:** Mark Lewis to add the number of billable visits for August to the report and report out at the next meeting-Tara acknowledges.
- Dave asks what are the targets and gross collection rate by payer for July. Angel responds that this information is not listed on this report but **ACTION ITEM:** Mark Lewis will gather this information and report out at the next meeting.

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*No other questions or comments were raised by CHC members.*

*Harold arrives at 6:50 pm*

### **3rd Quarter Complaints and Incidents**

*(See Document -3rd Quarter Complaints and Incidents)*

Ryan Linskey, ICS Project Manager, reports out on 3rd Quarter ICS Complaints and Incidents.

- The report covers July-September 2019
- Reports are broken down to include each clinic
- The ICS Incident Review Committee are actively working with clinics on the incident dashboard and are now in the 2nd quarter of this rollout. The Incident Review Committee reviews the incidents and goes out to the clinics to work with staff on how they can implement process improvements.

*No questions or comments were raised by CHC members.*

### **ICS.04.16 Feedback and Complaint Policy Renewal and Update**

*(See document-ICS.04.16 Feedback and Complaint Policy) (Vote Required)*

Adrienne Daniels, ICS Deputy Director, reports out on updates to ICS.04.16 Feedback and Complaint Policy; these updates include the following:

- Added specific definitions to the civil rights complaint
- Added additional references
- Outline ways patients can access information
- Added more information about HIPAA practices
- Changed the pronouns
- Simplify the title of ICS Director to Community Health Center Executive Director

*No questions or comments were raised by CHC members*

***Motion by Tamia to approve the ICS.04.16 policy renewal and updates as presented seconded by "D"eb?***

***7 aye; 0 nay; 0 abstain  
Motion carries***

### **ICS.01.29- Update and Renewal**

*(See document - ICS.01.29)*

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Brieshon D'Agostini, Primary Care Strategy and Innovation Manager, reports out on updates for ICS.01.29. The updates include what to do when patients are displaying certain behaviors that require them need to be removed from the clinic.

*No questions or comments were raised by CHC members*

**Motion by Dave to approve the new updates to ICS.01.29 policy**  
**Seconded by Tamia.**  
**7 aye; 0 nay; 0 abstain**  
**Motion carries**

### **ICS.01.45 Health Center New Patient and Service Area Criteria Policy (New)** (see document ICS.01.45)

Brieshon presented a new policy; the Health Center New Patient and Service Area Criteria Policy which includes the following:

- Formalizing criteria to establish care in the MCHD ICS clinics and how to establish care for patients outside of the service area
- Provide guidance for scheduling and establishing new patients in the clinic.
- "New" and "Established" are defined in the policy.
- One major point in the policy is residency requirements for new patients (refer to page 2 of the policy)

*Questions and comments raised by CHC members:*

Dave asks if the clinics can still provide care for the percentage of patients that were are currently seeing if they don't meet the criteria. Vanetta responds that the patients will still be seen-ICS is now documenting this process which is why the new policy has come about. Dave asks if the clinics would turn away patients if they don't meet the residency requirements. Vanetta responds that if the patients don't meet the residency requirements AND any of the other requirements, staff will work to find patients care in their area. "D"eb asks if the policy is the same for Dental, Vanetta responds that this policy applies to the entire ICS program.

*No other questions or comments were raised by CHC members*

**Motion by Dave to approve the new ICS.01.45 policy as presented**  
**Seconded by Tamia.**  
**7 aye; 0 nay; 0 abstain**

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### *Motion carries*

#### **Co-Applicant Agreement Updates**

(See Document -Co-Applicant Agreement) (**Vote Required**)

Adrienne Daniels, ICS Deputy Director, provided the following updates of the Co-Applicant Agreement:

- Updated address of new Multnomah County Health Department Headquarters
- New reporting structure to reflect Health Center Director instead of Chief Operating Officer
- The goal is to have the agreement approved and signed off on by the Board of County Commissioners by December 2019- ahead of the Health Resources and Services Administration site visit in February 2020.

*No questions or comments were raised by CHC members.*

***Motion by Fabiola to approve the Co-applicant agreement edits.***

***Seconded by Pedro .***

***7 aye; 0 nay; 0 abstain***

***Motion carries***

#### **ICS Strategic updates**

- Vanetta updates council members and guests on an upcoming partnership between Primary Care's Community Health Workers program and 'Living Yoga'-  
**ACTION ITEM:** Linda will send out an email to council members with more information regarding the Living Yoga partnership.
- Cascade AIDS Projects awards the MCHD ICS HIV Center with the annual 'Community Hero Award'- Chair Kafoury, Tara Marshall and Fabiola Arreola to accept the award on behalf of the health center.
- North Portland Health Center and Primary care joint WIC program began on 11/4 and will provide WIC services to patients who need it once per week; this will be considered a "soft launch".
- Michele Koder named the permanent Pharmacy and Lab Services Director.
- HRSA operational site visits will take place during February 2020.

*Questions and comments raised by CHC members:*

Dave asks if the Joint WIC program has an open-ended timeline to which Vanetta replies that it does.

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*No questions or comments were raised by CHC members*

### **Council Business/Committee Updates**

Tara, CHC chair, reports upcoming 2020 board vacancies:

- There are currently three seats vacant and only one spot for a non-patient member
- Linda will send out voting slate by the end of the week
- Elections for board members will be held in December 2019

**Next CHC public meeting- 12/9/2019 at the Gladys McCoy Building**

**Meeting Adjourned at 7:57 pm.**

Signed: Pedro Sandoval Prieto Date: December 9 2019  
Pedro Prieto Sandoval, Secretary



**Community Health Council  
Public Meeting Agenda**

**Monday, November 4, 2019**

**6:00 - 8:00 pm**

**Gladys McCoy Building, 850**



***Integrated Clinical Services Mission: “Providing services that improve health and wellness for individuals, families, and our communities.”***

**Our Meeting Process Focuses on  
the Governance of Community Health Centers**

- Use Meeting Agreements (in English and Spanish) located on name tents
- Meetings are open to the public
- Guests are welcome to observe**
- Use timekeeper to focus on agenda
- Use note cards for questions/comments outside of agenda items and for guest questions

**Council Members**

“D”eb Abney; Dave Aguayo (Treasurer); Fabiola Arreola (Vice-Chair); Jon Cole (Member-at-Large); Tamia Deary (Member-at-Large); Iris Hodge; Tara Marshall (Chair); Susana Mendoza; Harold Odhiambo; Pedro Sandoval Prieto (Secretary); Wendy Shumway

<b>Item</b>	<b>Process/Who</b>	<b>Time</b>	<b>Desired Outcome</b>
<b><u>Call to Order/Welcome</u></b>	<ul style="list-style-type: none"> <li>Chair, Tara Marshall</li> </ul>	6:00-6:05 (5 min)	Call to order Review processes
<b><u>Minutes</u></b>  <b>VOTE REQUIRED</b>	<ul style="list-style-type: none"> <li>Review and approve the October Minutes</li> </ul>	6:05-6:10 (5 min)	Council votes to approve and Secretary signs
<b><u>Commissioner Vega Pederson</u></b>	<ul style="list-style-type: none"> <li>Introductions</li> <li>Commissioner Vega Pederson</li> </ul>	6:10-6:30 (20 min)	Council member introductions and Commissioner Vega Pederson discusses her priorities
<b><u>Monthly Budget Report</u> <u>July Financials and</u> <u>Visits Reports</u></b>	<ul style="list-style-type: none"> <li>Senior Manager Business Operations, Mark Lewis</li> </ul>	6:30-6:45 (15 min)	Council receives report
<b><u>3rd Quarter</u> <u>Complaints and</u> <u>Incidents</u></b>	<ul style="list-style-type: none"> <li>Quality Project Manager, Ryan Linskey</li> </ul>	6:45-6:55 (10 min)	Council receives report

<b><u>ICS.04.16 Feedback and Complaint Policy Renewal and Update</u></b> <b>VOTE REQUIRED</b>	<ul style="list-style-type: none"> <li>Quality Director, Dawn Shatzel</li> </ul>	6:55-7:05 (10 min)	Council discussion and vote
<b><u>Break</u></b>		7:05-7:15 (10 min)	Take a break and mingle
<b><u>ICS.01.45 and ICS.01.29 New Policy and Renewal/Update</u></b>	<ul style="list-style-type: none"> <li>Strategy and Innovation Manager Primary Care, Brieshon D'Agostini</li> </ul>	7:15-7:30 (15 min)	Council discussion and vote
<b><u>Co-Applicant Agreement Updates</u></b> <b>VOTE REQUIRED</b>	<ul style="list-style-type: none"> <li>ICS Deputy Director, Adrienne Daniels</li> </ul>	7:30-7:40 (10 min)	Council discussion and vote
<b><u>ICS Strategic Updates</u></b>	<ul style="list-style-type: none"> <li>ICS Director, Vanetta Abdellatif</li> </ul>	7:40-7:50 (10 min)	Council receives Health Center and Strategic Plan Updates
<b><u>Council Business Committee Updates</u></b>	<ul style="list-style-type: none"> <li>Chair, Tara Marshall</li> <li>Present Executive Officer Slate</li> </ul>	7:50-8:00 (10 min)	<p>Council receives updates from Chair and Sub Committees (if they have met since last update)</p> <p>Council will have until December's CHC meeting to decide their vote</p>
<b><u>Adjourn Meeting</u></b>	<ul style="list-style-type: none"> <li>Chair, Tara Marshall</li> </ul>	8:00	<b>Goodnight!</b>

# Multnomah County - Federally Qualified Health Center

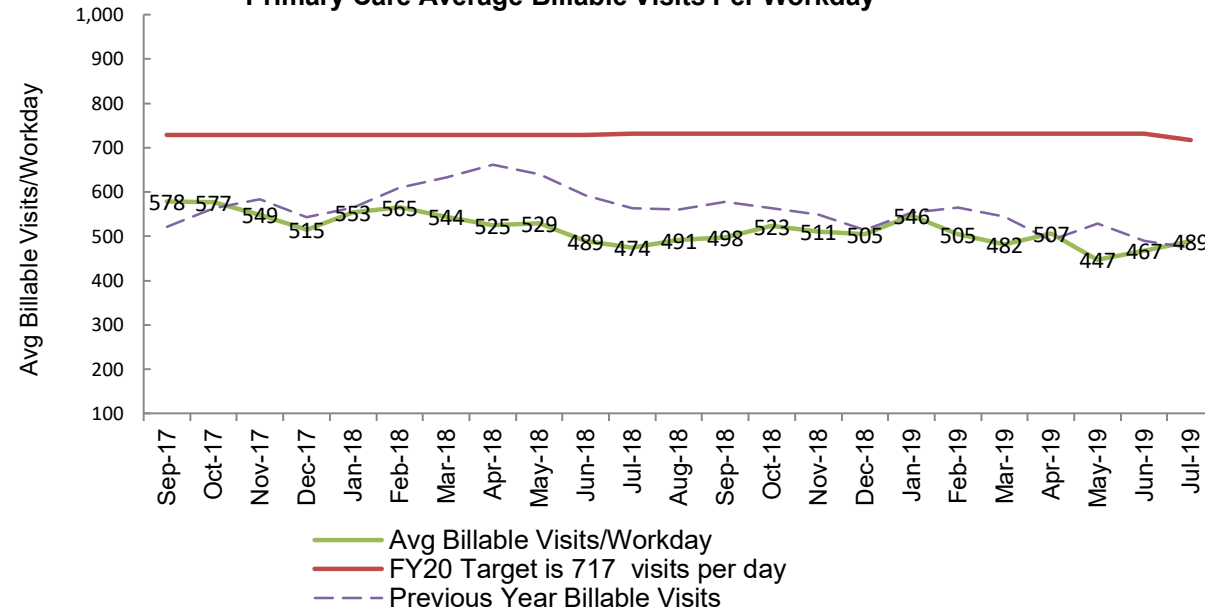
## Monthly Dashboard

Jul 2019

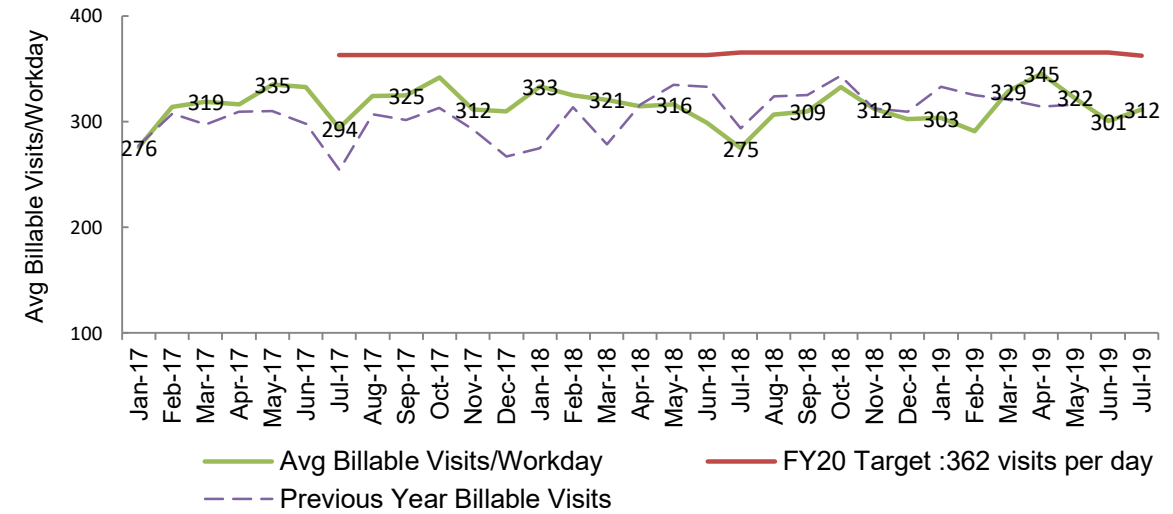
Prepared by: [Larry Mingo](#)

# FQHC Weekly Billable Visits Per Department

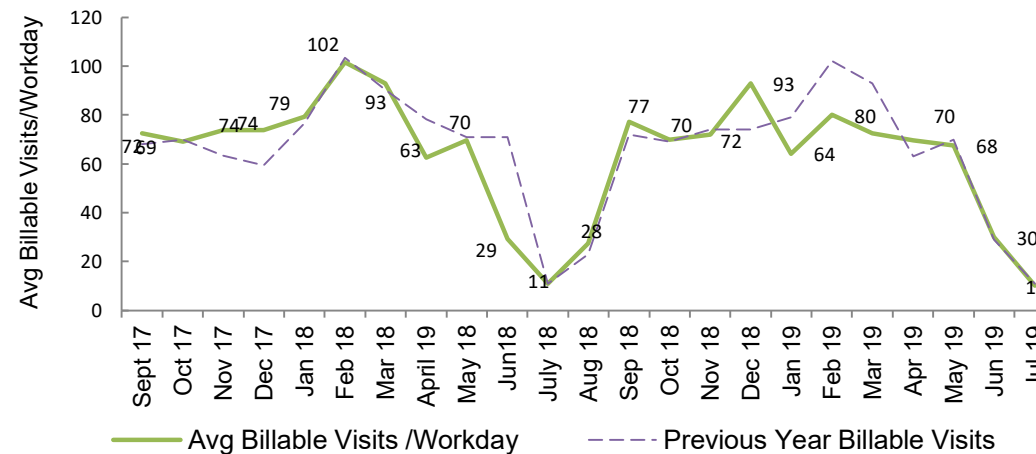
## Primary Care Average Billable Visits Per Workday



## Dental Average Billable Visits Per Workday



## Student Health Center Average Billable Visits Per Workday



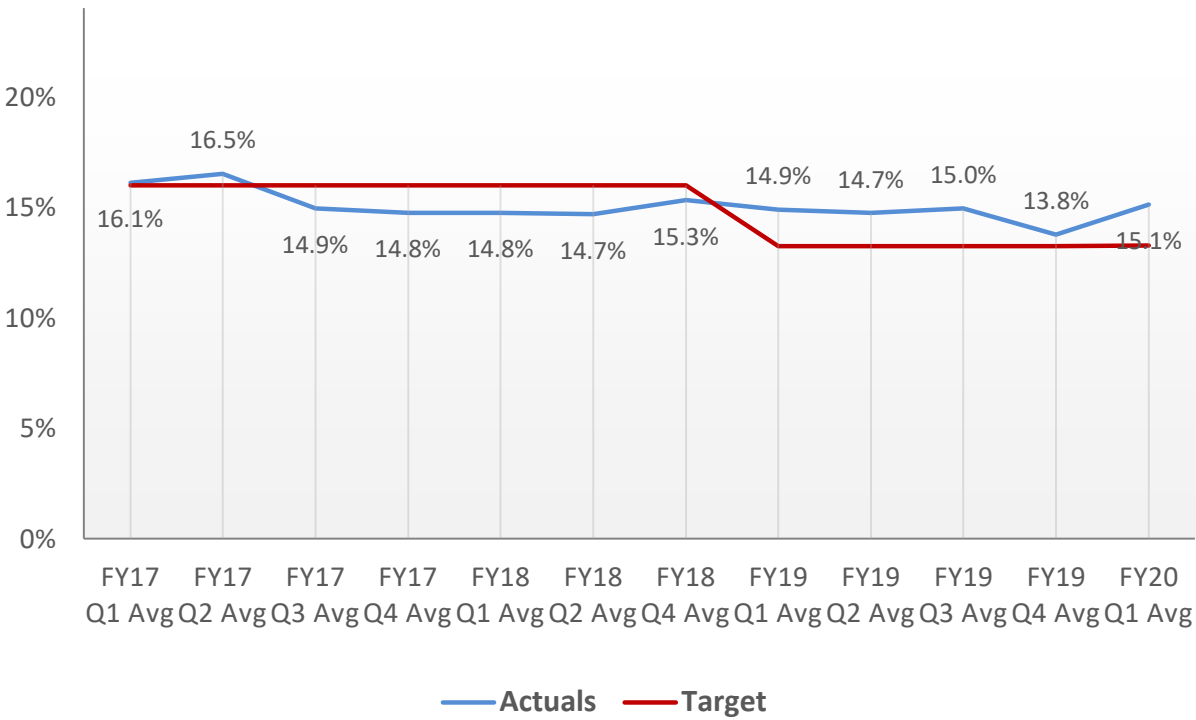
\* SBHC clinics are closed during the month July except Parkrose SBHC

Notes: Primary Care and Dental visit counts are based on an average of days worked.

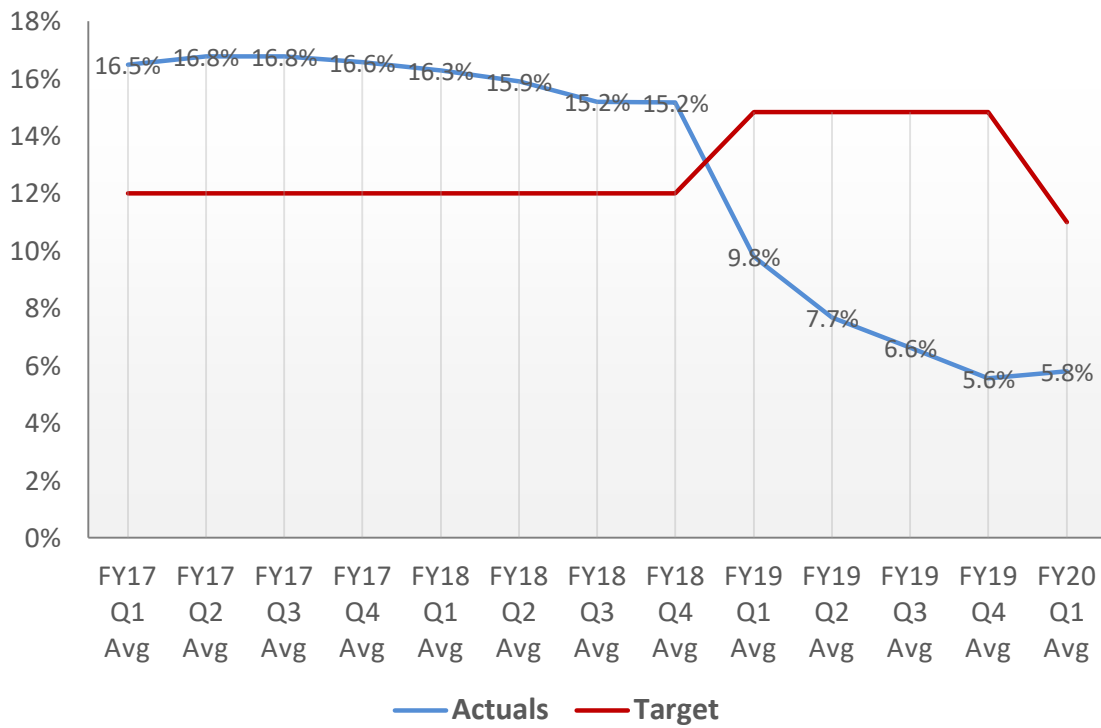
Student Health Center visit counts are based on average days clinics are open and school is in session. No targeted visits per day has been set for Student Health Centers

# Monthly Percentage of Uninsured Visits for FQHC Centers

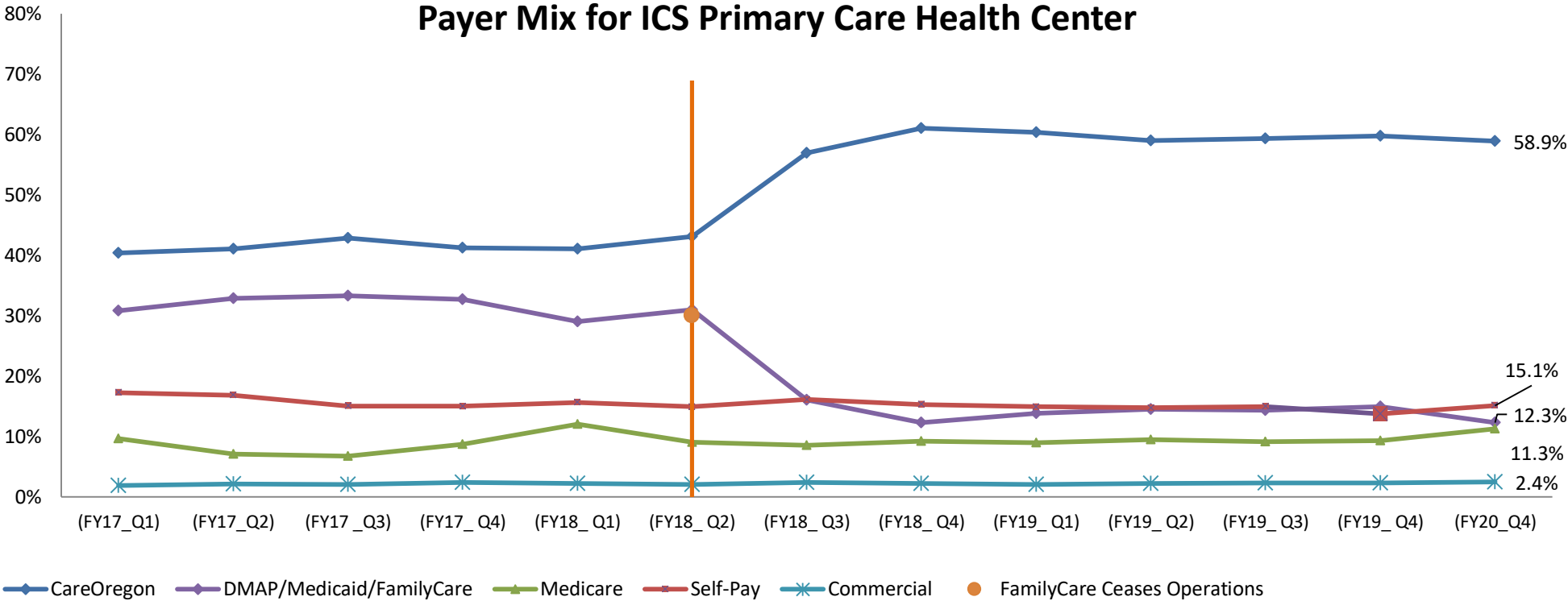
Percentage of Uninsured Visits in Primary Care



Percentage of Uninsured Visits in ICS Dental

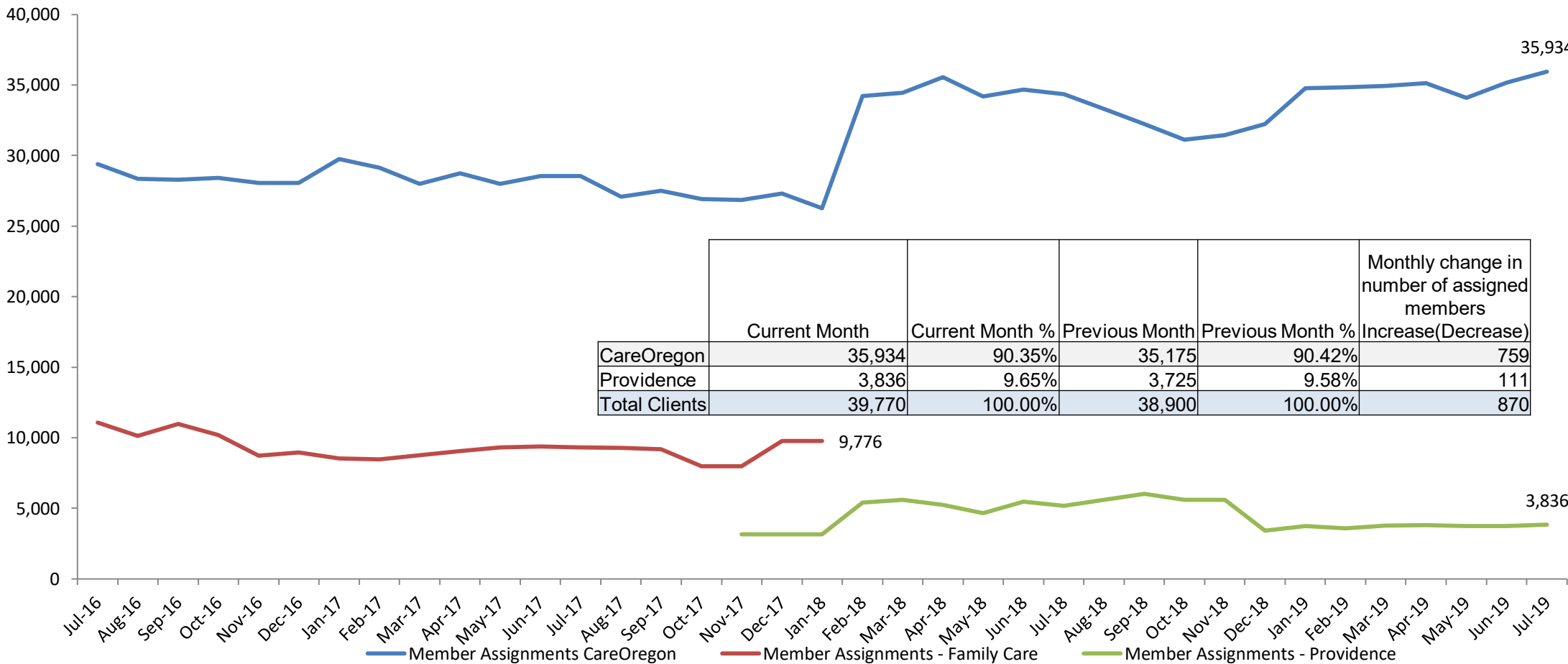


Comments:  
Primary Care target % of Uninsured Visits for FY18: 16%; for FY19: 13.25%; for FY20 13.27%  
Dental target % of Uninsured Visits for FY18: 12%; for FY19: 14.85%; for FY20 11.00%



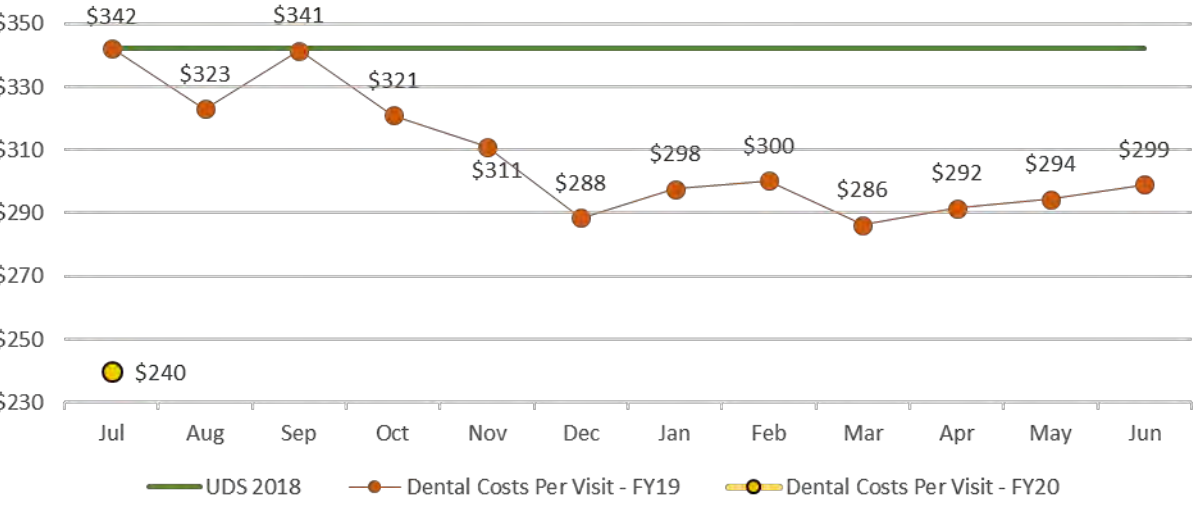
Notes: Payer Mix for Primary Care Health Service Center shows the percentage of patient visits per payer and per Quarter

OHP Primary Care Member Assignments

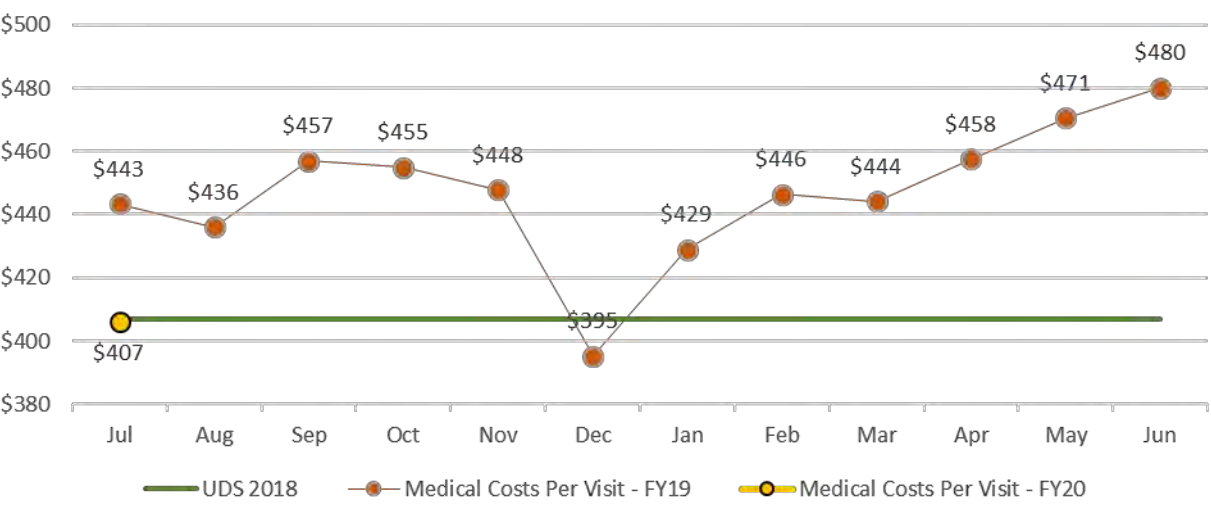


CareOregon FY20 average: 35,934  
Providence FY20 average: 3,836

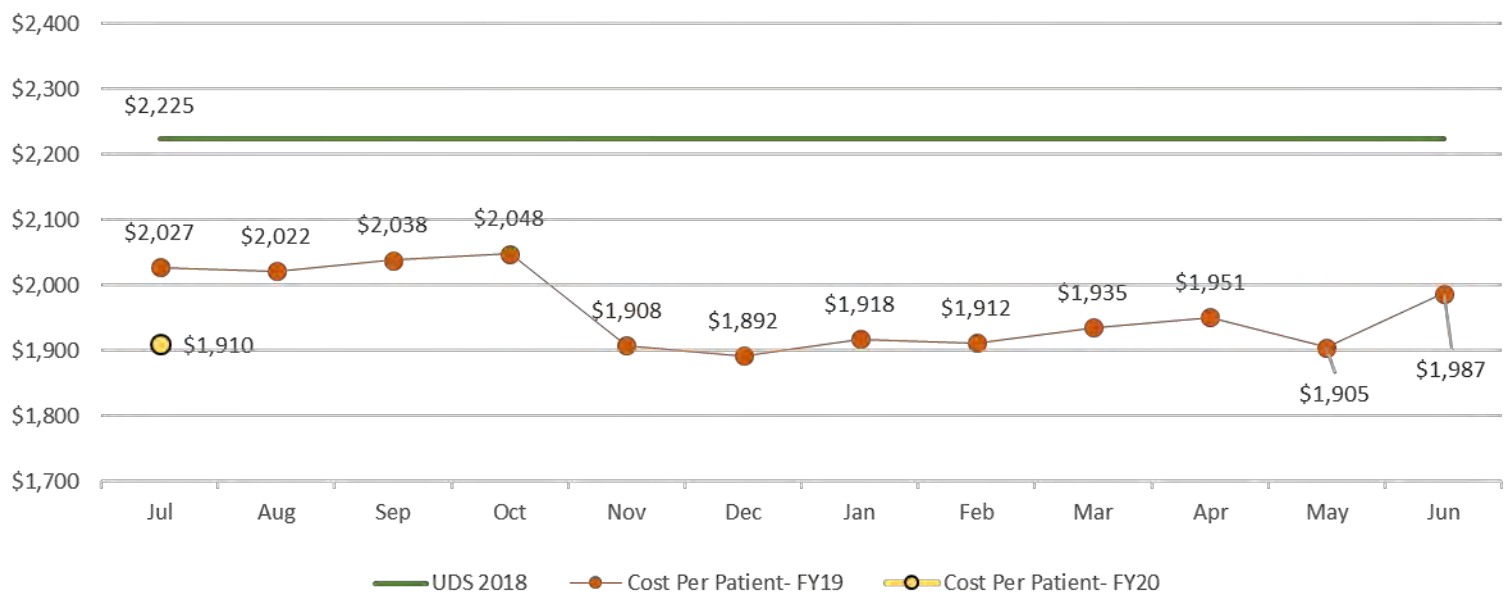
### Dental Cost Per Dental Visit



### Med Cost per Med Visit



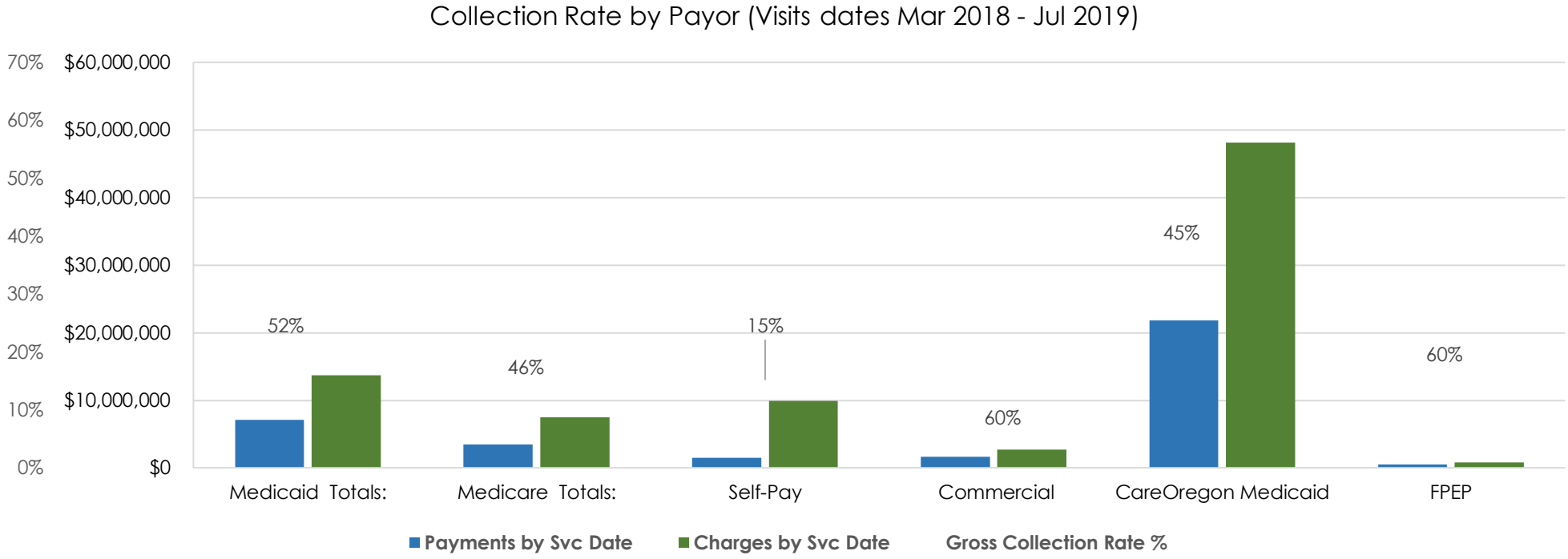
### Cost Per Patient: Rolling 12 Months



# FQHC Gross Collection Rate by Payer

## March 2018 – Jul 2019

	Medicaid Totals:	Medicare Totals:	Self-Pay	Commercial	CareOregon Medicaid	FPEP
Payments by Svc Date	\$7,131,220	\$3,446,277	\$1,508,720	\$1,640,713	\$21,819,844	\$497,860
Charges by Svc Date	\$13,708,928	\$7,497,505	\$9,936,369	\$2,744,991	\$48,152,502	\$824,992
Gross Collection Rate %	52%	46%	15%	60%	45%	60%



# Multnomah County - Federally Qualified Health Center

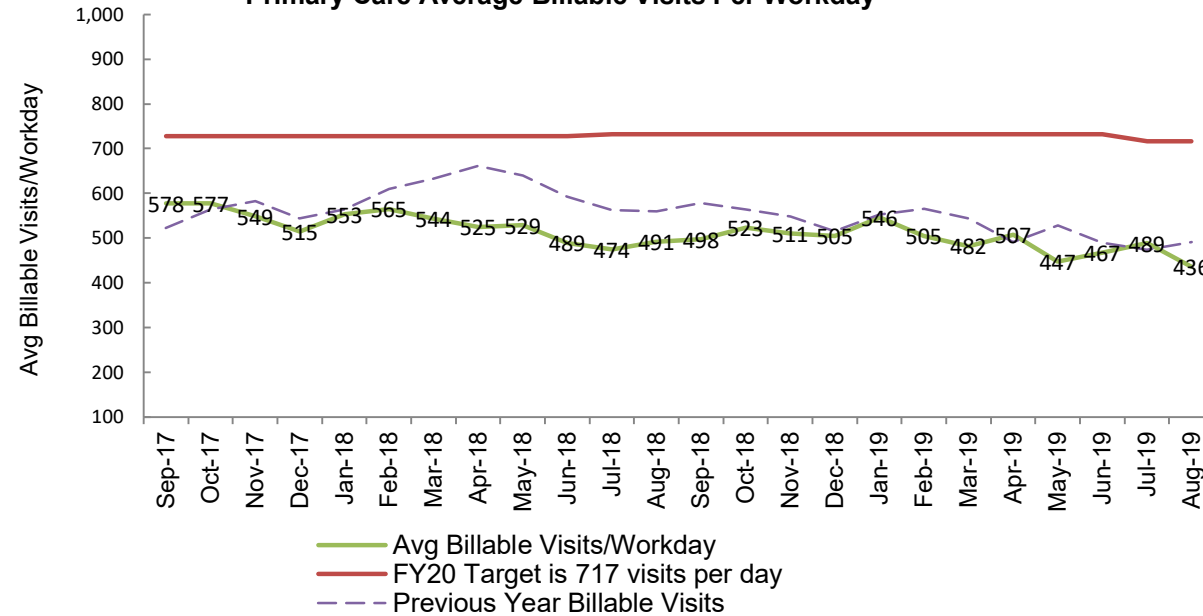
## Monthly Dashboard

**Aug 2019**

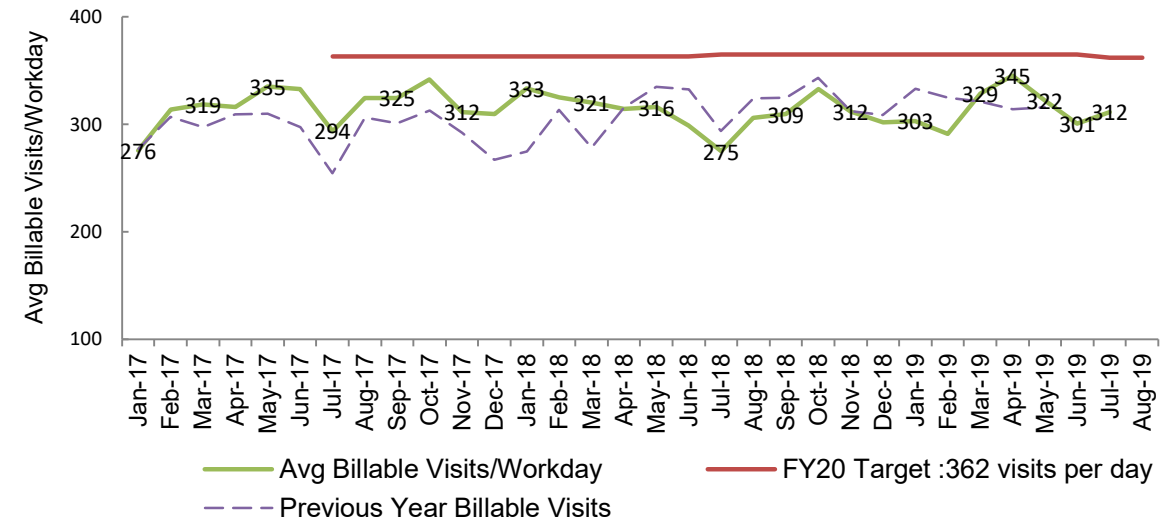
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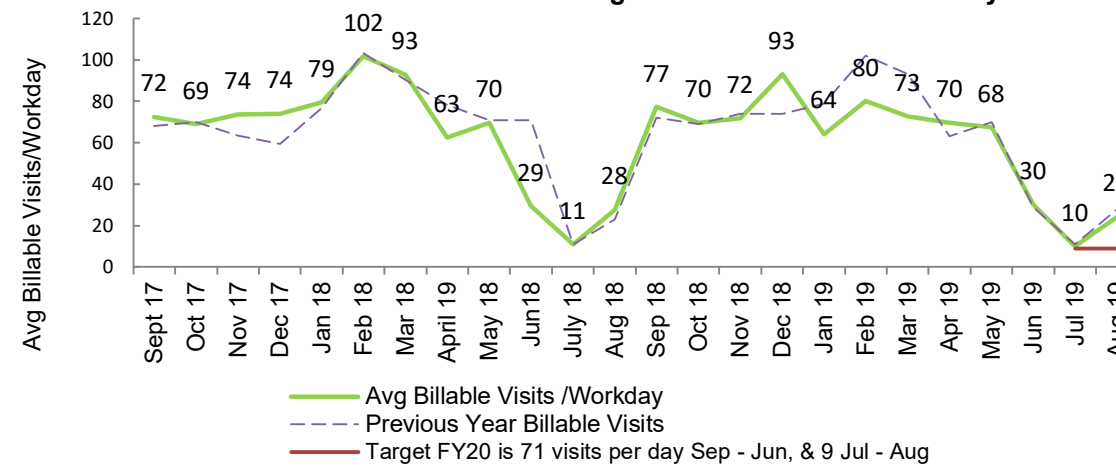
**Primary Care Average Billable Visits Per Workday**



**Dental Average Billable Visits Per Workday**



**Student Health Center Average Billable Visits Per Workday**

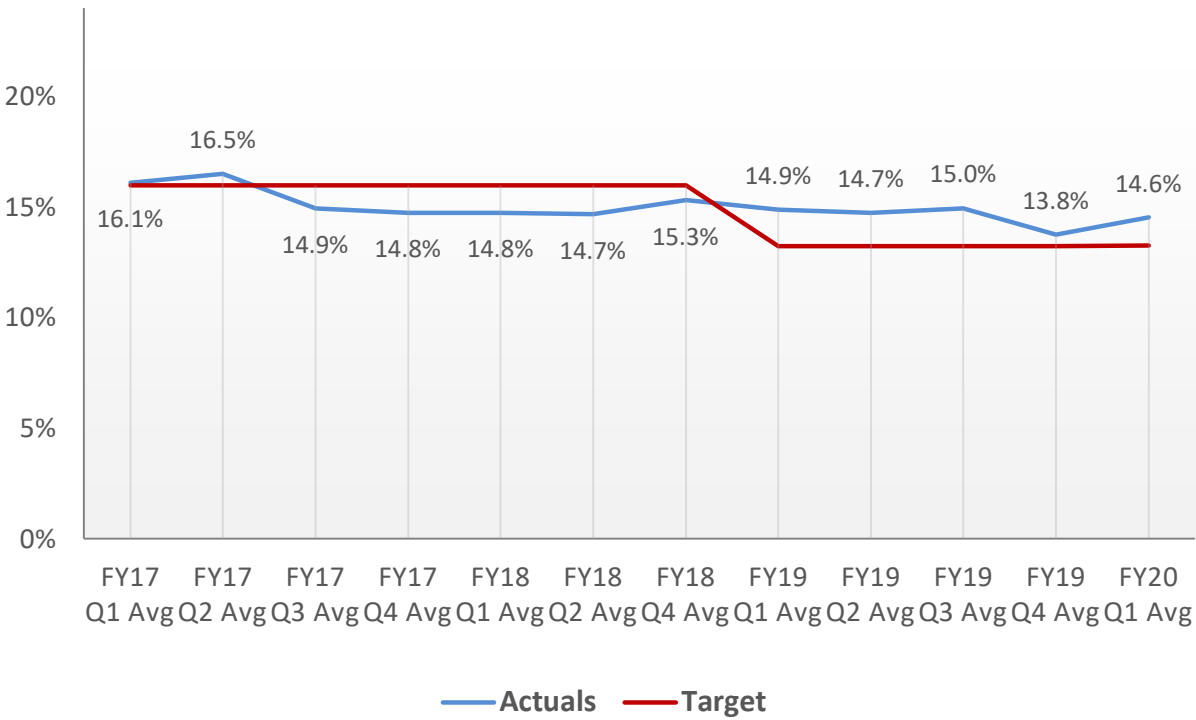


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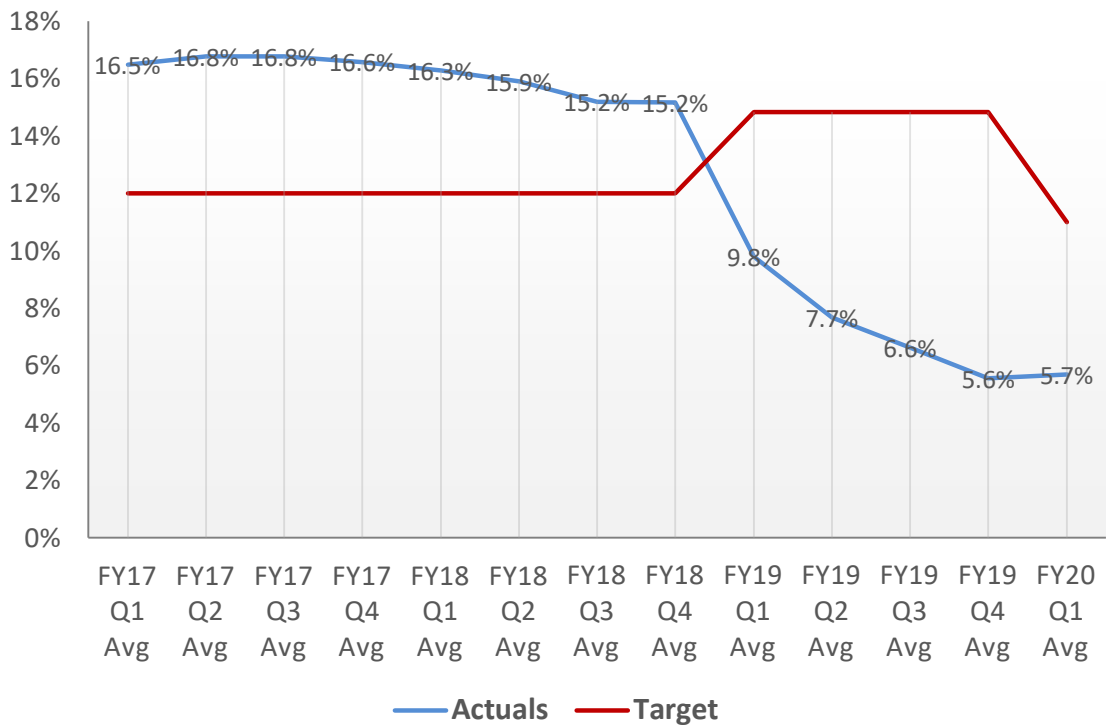
Notes: Primary Care and Dental visit counts are based on an average of days worked.  
School Based Health Clinic visit counts are based on average days clinics are open and school is in session.

# Monthly Percentage of Uninsured Visits for FQHC Centers

Percentage of Uninsured Visits in Primary Care



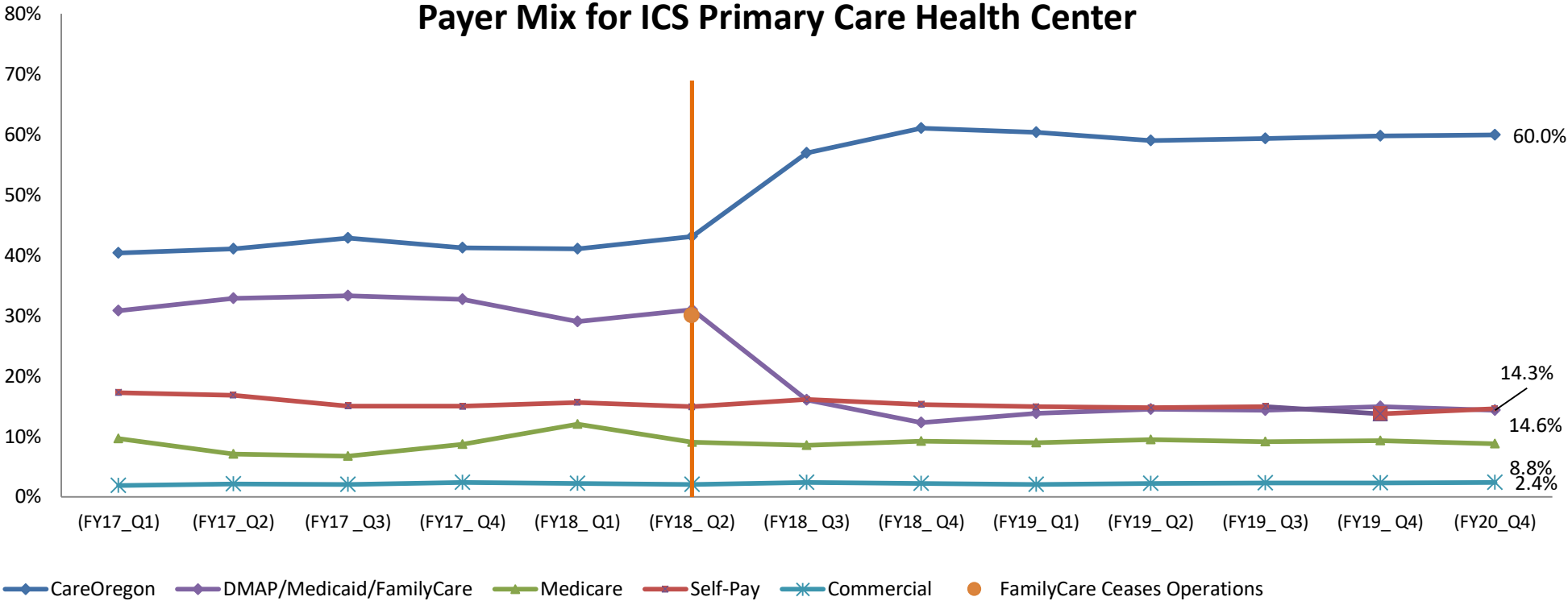
Percentage of Uninsured Visits in ICS Dental



Comments:

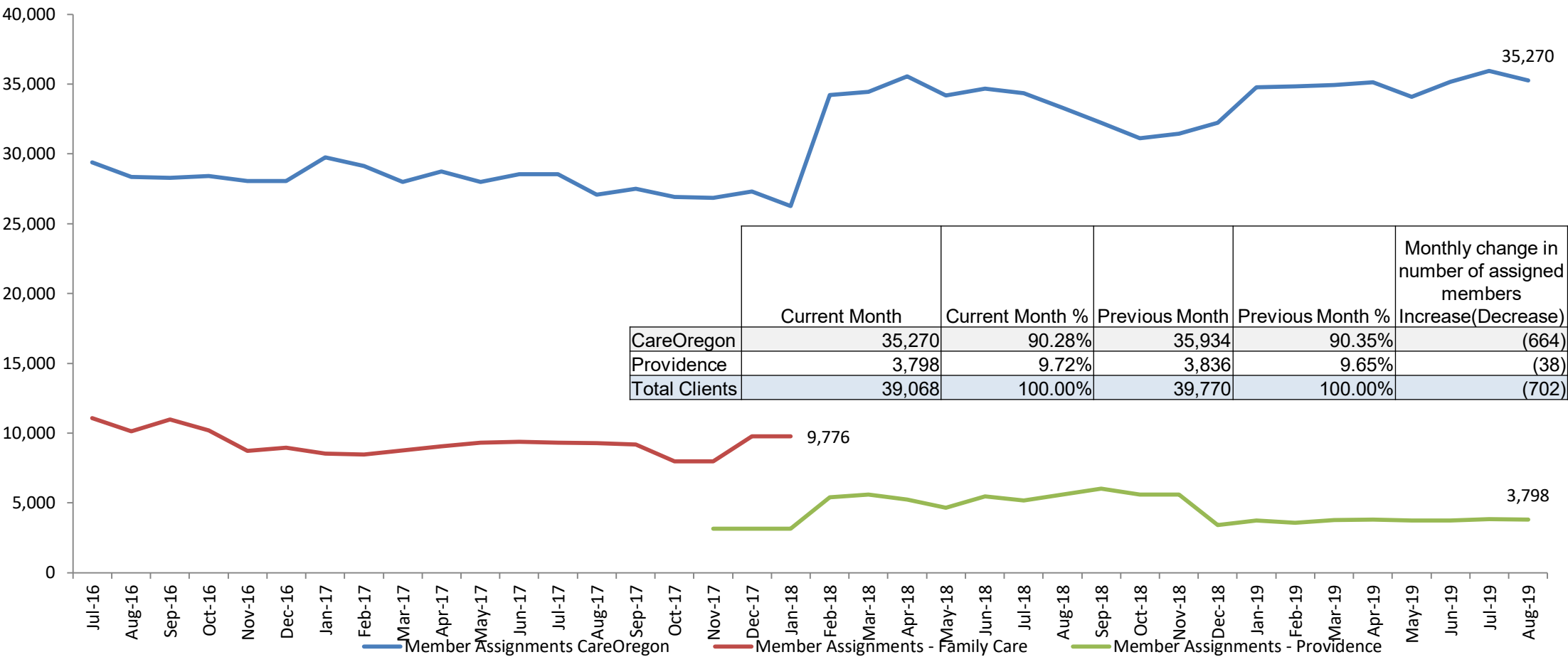
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Notes: Payer Mix for Primary Care Health Service Center shows the percentage of patient visits per payer and per Quarter

OHP Primary Care Member Assignments

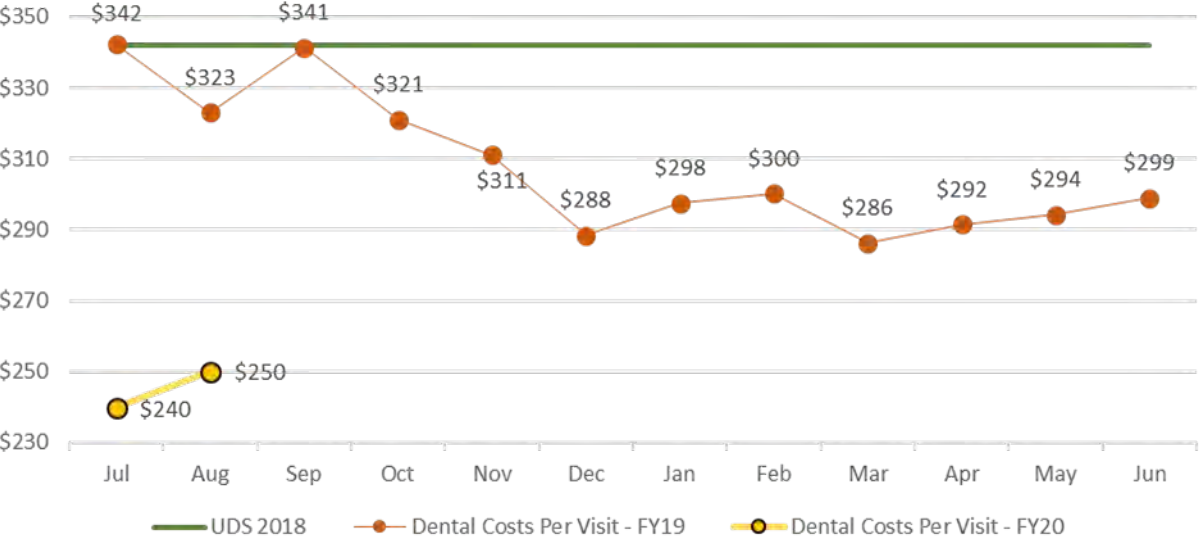


CareOregon FY20 average: 35,934  
Providence FY20 average: 3,836

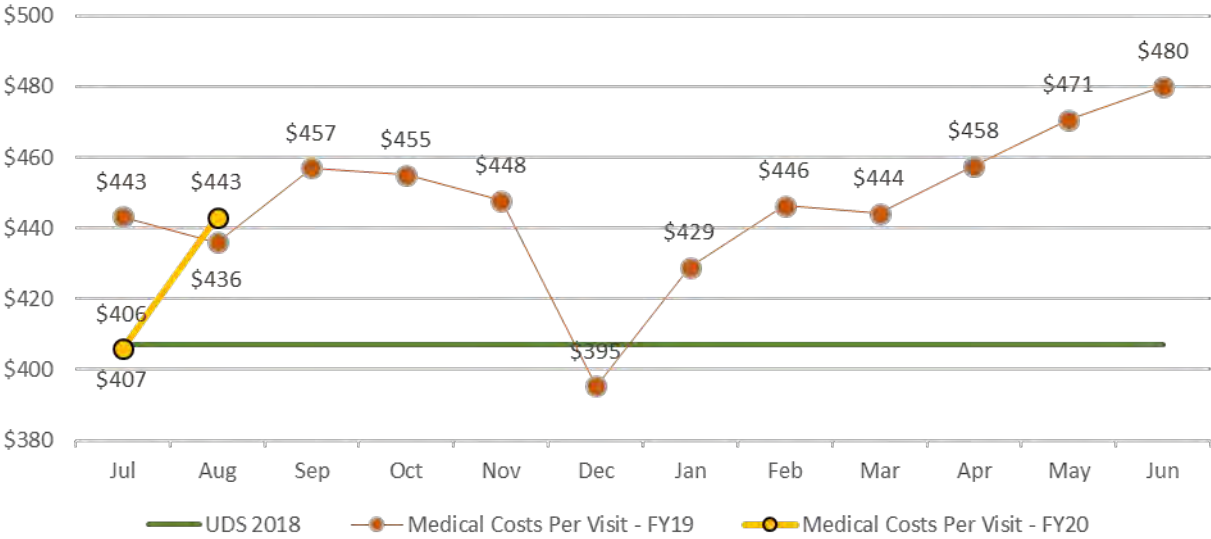
# Key UDS Indicators

Jul 2017 – Aug 2019

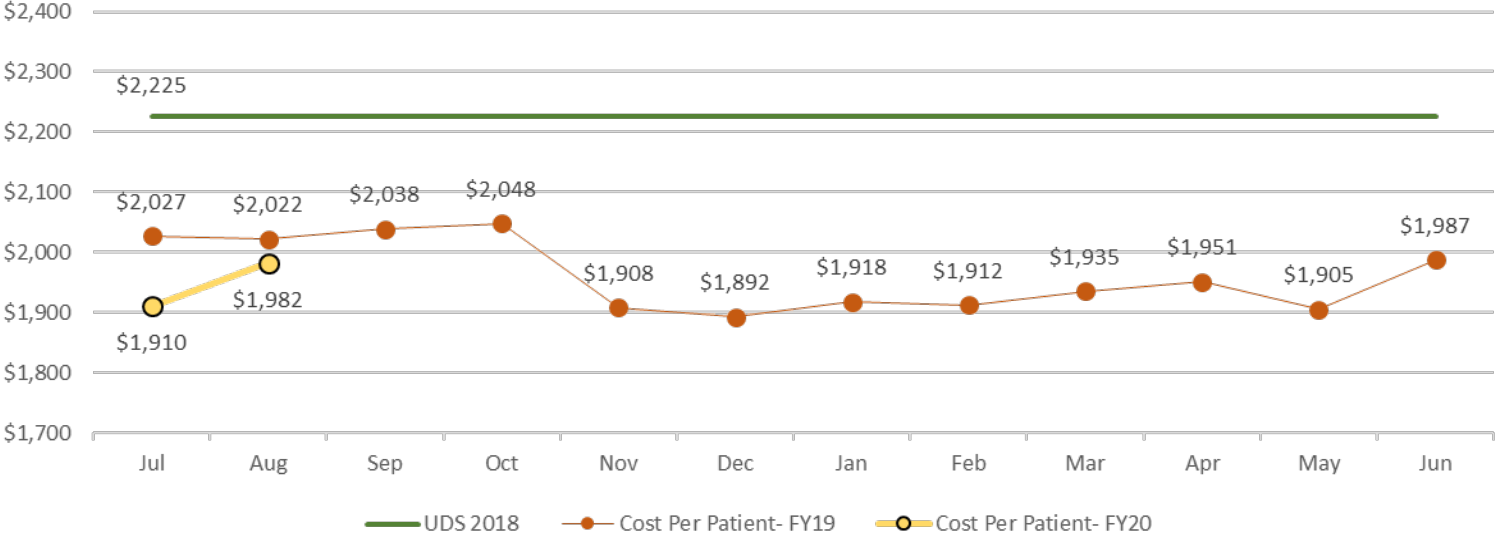
Dental Cost Per Dental Visit



Med Cost per Med Visit



Cost Per Patient: Rolling 12 Months

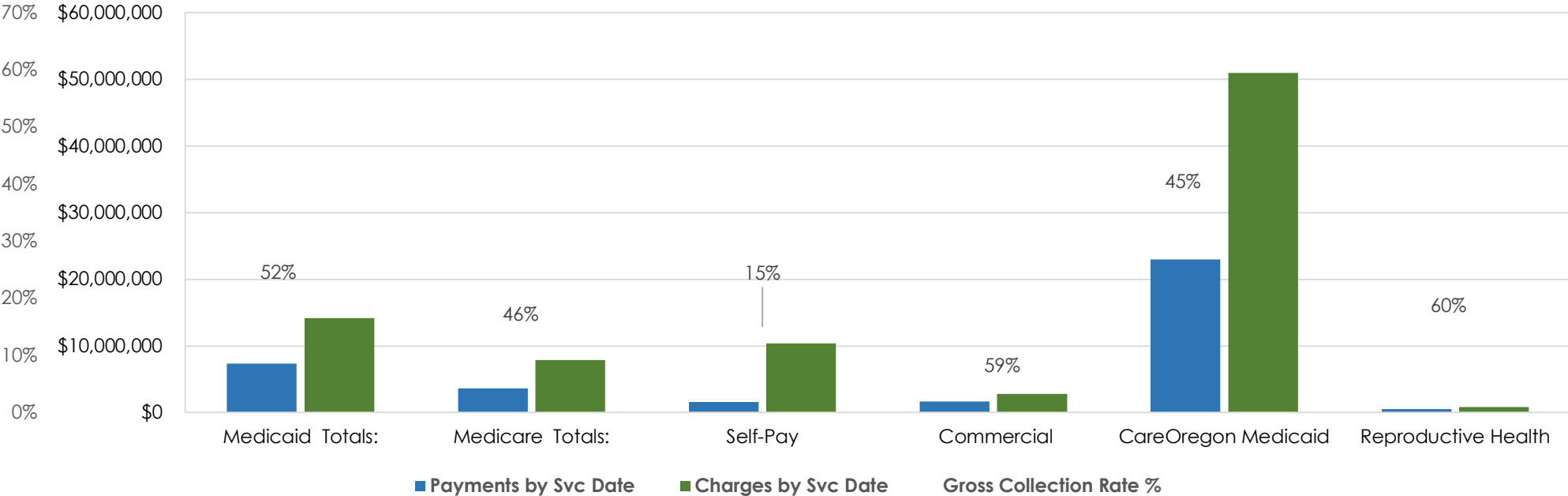


# FQHC Gross Collection Rate by Payer

## March 2018 – Aug 2019

	Medicaid Totals:	Medicare Totals:	Self-Pay	Commercial	CareOregon Medicaid	Reproductive Health
Payments by Svc Date	\$7,377,747	\$3,619,884	\$1,559,230	\$1,681,302	\$22,952,135	\$501,854
Charges by Svc Date	\$14,170,521	\$7,904,748	\$10,419,473	\$2,831,672	\$50,955,874	\$842,979
Gross Collection Rate %	52%	46%	15%	59%	45%	60%

Collection Rate by Payor (Visits dates Mar 2018 - Aug 2019)





Multnomah County Health Department  
 Federally Qualified Health Center Financial Statement  
 For Period Ending August 31, 2019

## Community Health Centers - Page 1

**Revenue:** are tax and non-tax generated resources that are used to pay for services.

Behavioral Health: Revenue earned by the Mental Health Division in its capacity as an insurance provider for Medicaid clients (by way of Health Share of Oregon).

General Fund: The general fund is the primary operating fund for the County, and is used to account for and report all financial resources not accounted for and reported in another fund. All County departments have some part of their operations either reported in or supported by the general fund.

Grants – BPHC: The Bureau of Primary Health Care grant revenue is isolated here. This grant is sometimes known as the Primary Care 330 (PC 330) grant.

Grants – Incentives: External agreements that are determined by meeting certain metrics.

Grants – All Other: The County receives various Federal and State grants for specific programmatic purposes.

Health Center Fees: Revenue from services provided in the clinics that are payable by insurance companies.

Self Pay Client Fees: Revenue from services provided in the clinics that are payable by our clients.

Write-offs: Write-offs occur when the actual amount received for a claim differs from the amount originally recorded at the time of service. Transactions are recorded as revenue, but they can be positive or negative.

**Expenses:** are what the County spends to provide services to the community. Expenditure categories include personnel, materials and supplies, internal services, contracted services, and capital.

Personnel: Costs of salaries and benefits.

Contracts: professional services that are provided by non-County employees: e.g., lab and x-ray services, interpretation services, etc.

Materials and Services: non-personnel expenses the program needs to perform its mission: e.g., medical and dental supplies, repairs & maintenance, supplies, etc.



Multnomah County Health Department  
 Federally Qualified Health Center Financial Statement  
 For Period Ending August 31, 2019

Community Health Centers - Page 2

Internal Services

Facilities/Building Management	FTE Count Allocation
IT/Data Processing	PC Inventory, Multco Align
Department Indirect	FTE Count (Health HR, Health Business Ops)
Central Indirect	FTE Count (HR, Legal, Central Accounting)
Telecommunications	Telephone Inventory
Mai/Distribution	Active Mail Stops, Frequency, Volume
Records	Items Archived and Items Retrieved
Motor Pool	Actual Usage

Capital Outlay: Capital Expenditures- purchase of capital items that cost \$5,000 or more that have an expected useful life of more than one fiscal year: e.g., medical and dental equipment.



Multnomah County Health Department  
Federally Qualified Health Center Financial Statement  
For Period Ending August 31, 2019

Community Health Centers - Page 3

Period: Target:

17%

	Adopted Budget	Revised Budget	Budget Change	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
<b>Revenue</b>									
Behavioral Health	\$ 5,480,760	\$ 5,480,760	\$ -	\$ 408,920	\$ 455,896	\$ -	\$ -	\$ -	\$ -
General Fund	\$ 11,447,820	\$ 11,447,820	\$ -	\$ 961,109	\$ 957,959	\$ -	\$ -	\$ -	\$ -
Grants - BPHC	\$ 9,795,045	\$ 9,795,045	\$ -	\$ 570,116	\$ 1,654,676	\$ -	\$ -	\$ -	\$ -
Grants - Incentives	\$ 8,179,053	\$ 8,179,053	\$ -	\$ 165,822	\$ 260,303	\$ -	\$ -	\$ -	\$ -
Grants - All Other	\$ 9,557,004	\$ 9,557,004	\$ -	\$ 260,242	\$ 685,613	\$ -	\$ -	\$ -	\$ -
Health Center Fees	\$ 101,367,399	\$ 101,367,399	\$ -	\$ 2,701,914	\$ 15,061,267	\$ -	\$ -	\$ -	\$ -
Self Pay Client Fees	\$ 1,025,053	\$ 1,025,053	\$ -	\$ 70,020	\$ 84,041	\$ -	\$ -	\$ -	\$ -
Write-offs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 146,852,134</b>	<b>\$ 146,852,134</b>	<b>\$ -</b>	<b>\$ 5,138,143</b>	<b>\$ 19,159,757</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expense</b>									
Personnel	\$ 96,977,819	\$ 97,024,297	\$ 46,478	\$ 7,523,947	\$ 7,412,752	\$ -	\$ -	\$ -	\$ -
Contracts	\$ 5,473,763	\$ 5,433,138	\$ (40,625)	\$ 258,552	\$ 239,648	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ 16,643,608	\$ 16,633,088	\$ (10,520)	\$ 1,339,778	\$ 1,394,894	\$ -	\$ -	\$ -	\$ -
Internal Services	\$ 27,147,943	\$ 27,152,610	\$ 4,667	\$ 834,030	\$ 1,552,567	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ 609,000	\$ 609,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 146,852,134</b>	<b>\$ 146,852,134</b>	<b>\$ -</b>	<b>\$ 9,956,307</b>	<b>\$ 10,599,861</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,818,164)</b>	<b>\$ 8,559,896</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



Multnomah County Health Department  
Federally Qualified Health Center Financial Statement  
For Period Ending August 31, 2019

Community Health Centers - Page 4												Period: Target:	17%
	Adopted Budget	Revised Budget	Budget Change	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year to Date Total	% YTD		
Revenue													
Behavioral Health	\$ 5,480,760	\$ 5,480,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 864,816	16%		
General Fund	\$ 11,447,820	\$ 11,447,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,919,069	17%		
Grants - BPHC	\$ 9,795,045	\$ 9,795,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,224,792	23%		
Grants - Incentives	\$ 8,179,053	\$ 8,179,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426,125	5%		
Grants - All Other	\$ 9,557,004	\$ 9,557,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 945,856	10%		
Health Center Fees	\$ 101,367,399	\$ 101,367,399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,763,181	18%		
Self Pay Client Fees	\$ 1,025,053	\$ 1,025,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,062	15%		
Write-offs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total	\$ 146,852,134	\$ 146,852,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,297,900	17%		
Expense													
Personnel	\$ 96,977,819	\$ 97,024,297	\$ 46,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,936,699	15%		
Contracts	\$ 5,473,763	\$ 5,433,138	\$ (40,625)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 498,200	9%		
Materials and Services	\$ 16,643,608	\$ 16,633,088	\$ (10,520)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,734,672	16%		
Internal Services	\$ 27,147,943	\$ 27,152,610	\$ 4,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,386,597	9%		
Capital Outlay	\$ 609,000	\$ 609,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
Total	\$ 146,852,134	\$ 146,852,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,556,167	14%		
Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,741,732			

Notes:

Financial Statement is for Fiscal Year 2020 (July 2019 - June 2020). Columns are blank/zero until the month is closed.

Notes on FQHC Financial Statements  
August 31, 2019

Note 1

The FQHC scope includes most activity within Integrated Clinical Services, as well as certain programs in other Health Department divisions and the Department of Community Justice. The ICS Senior Grants Management Specialist (currently Alexander Lehr O’Connell) prepares a list of FQHC cost centers annually, and financial reports are prepared based on this list.

Department	Division	Budget
HD	ICS	124,951,082
	Mental Health	13,484,733
	Public Health	6,496,906
	Corrections Health	963,113
	Director's Office	-
HD Total		145,895,834
DCJ	DCJ	956,300
DCJ Total		956,300
Grand Total		146,852,134

Total ICS Budget	130,121,122
FQHC Portion	124,951,082
Percent in Scope	96%
FQHC - other divisions	21,901,052

Note 2

BWC Revenue is reported in a manner consistent with the internal Health Department financials. 1/12 of budgeted BWC revenue is reported as revenue each period. At year-end, BWC revenue will be adjusted to match actual BWC spent during the year.

# Complaints Report

Reported  
Complaints

Complaint by Type



## Reported Complaints

This report displays all of the complaints reported to ICS. Use the toolbar across the top to jump to *Complaints by Type*.

Use the filters below to further explore the data!

By Service Area

(All)

By Quarter

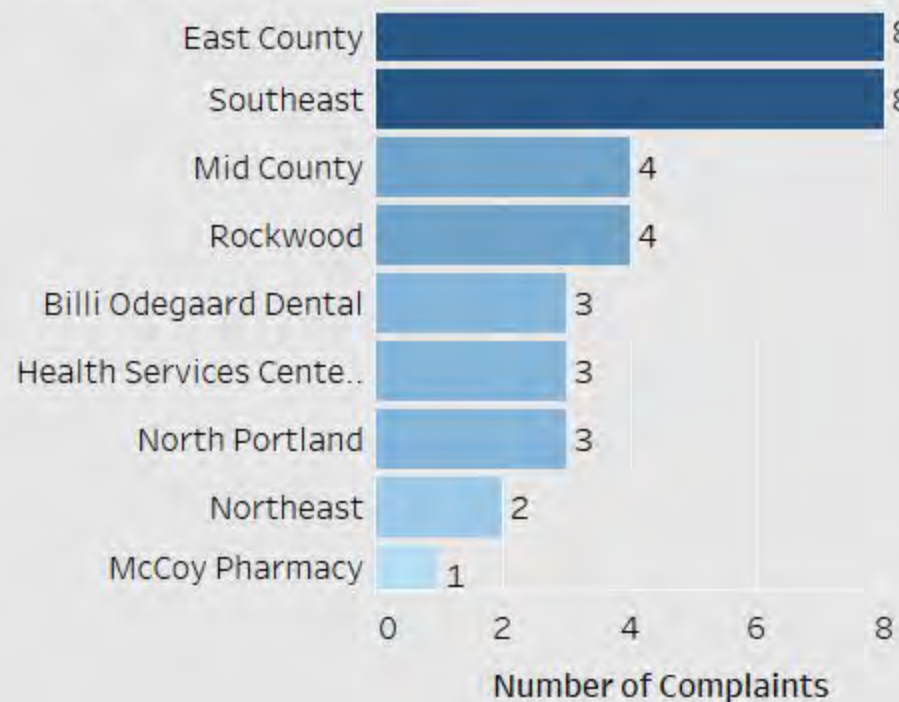
2019 Q3

## Complaints by Month

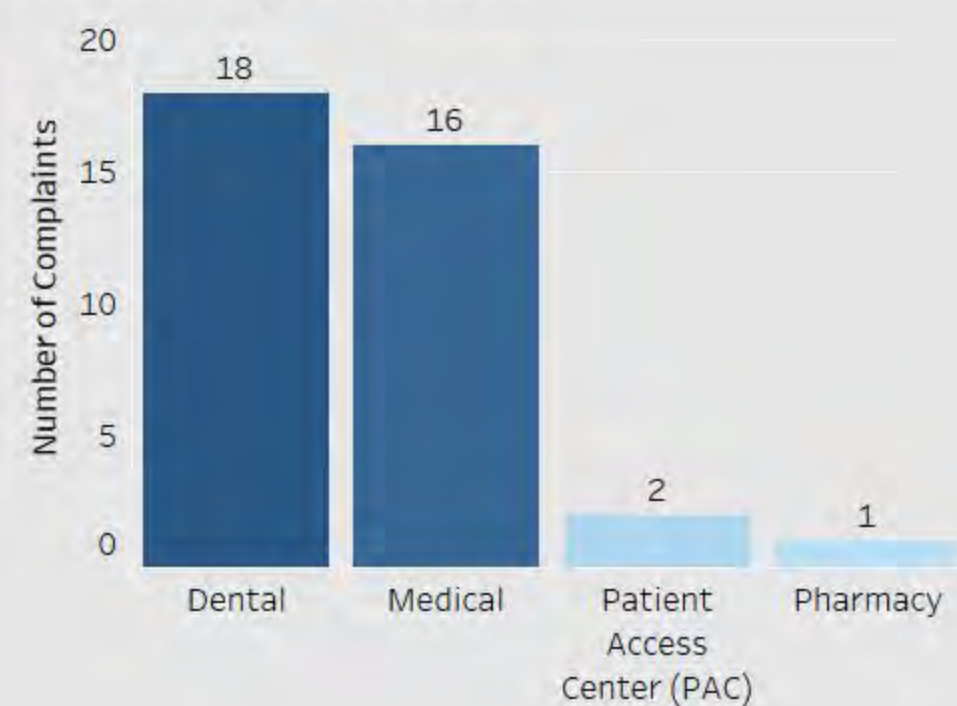
Point of Reference: From 7/1/19 - 9/30/19 Primary Care completed 18,692 appts (excluding Student Health Center). From 7/1/19 - 9/30/19 Dental completed (approx.) 19,884 appts.



## Complaints by Location



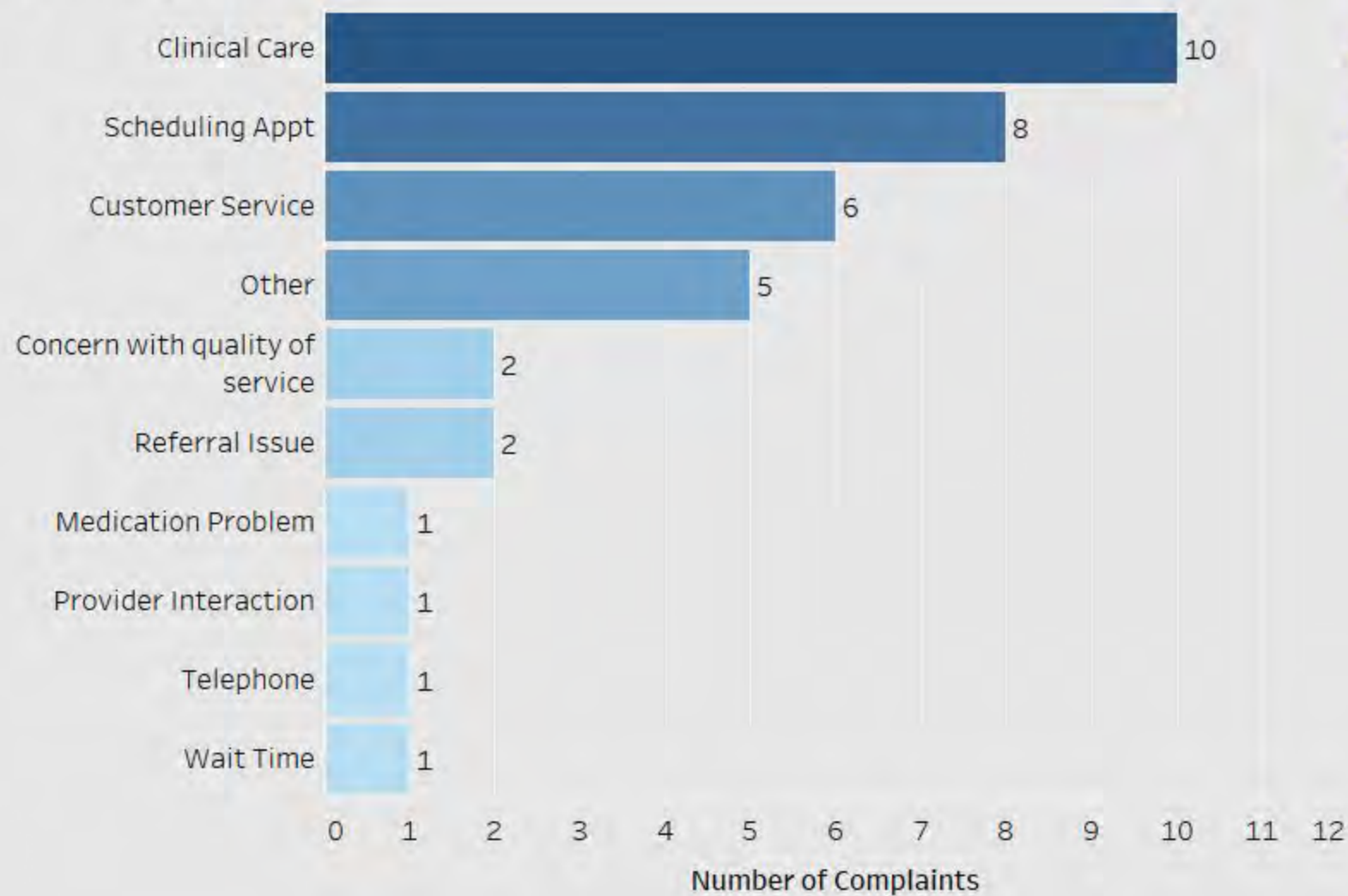
## Complaints by Service Area



# Complaints Report



## Complaints by Type



### By Service Area

(All) ▼

### Clinic Site

(All) ▼

### By Quarter

2019 Q3 ▼

# Incidents Report

<

Reported Incidents

Incident by Type

Reported Pharmacy Med Dispensing Errors

Med Dispensing Error by Type

Definitions

>



## Reported Incidents

This report displays all of the incidents reported to ICS. Use the toolbar across the top to jump to *Incidents by Type*.

Use the filters below to further explore the data!

By Service Area

(All)

By Quarter:

2019 Q3

Subject Person Affected by Event:

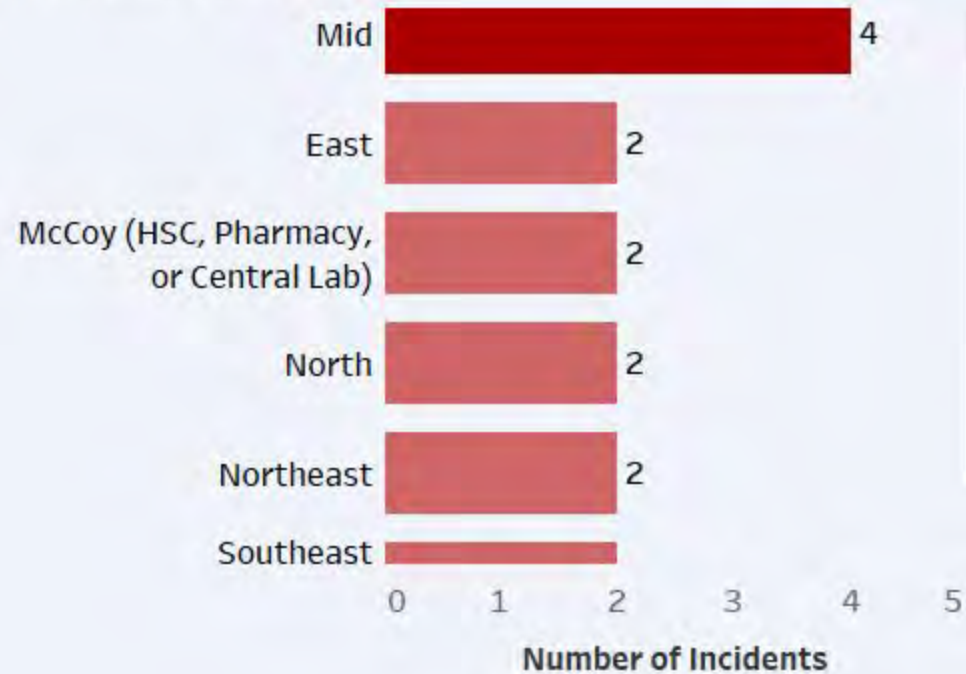
Client

Point of Reference: From 7/1/19 - 9/30/19 Primary Care completed 18,692 appts (excluding Student Health Center). From 7/1/19 - 9/30/19 Dental completed (aprox.) 19,884 appts.

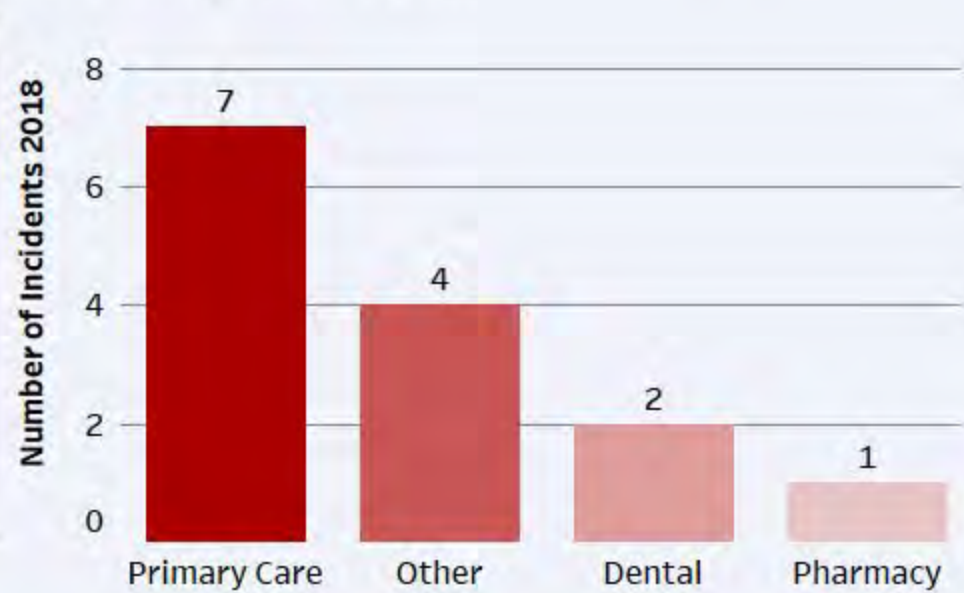
## Incidents by Month



## Incidents by Location



## Incidents by Service Area



# Incidents Report

<

Reported Incidents

Incident by Type

Reported Pharmacy Med Dispensing Errors

Med Dispensing Error by Type

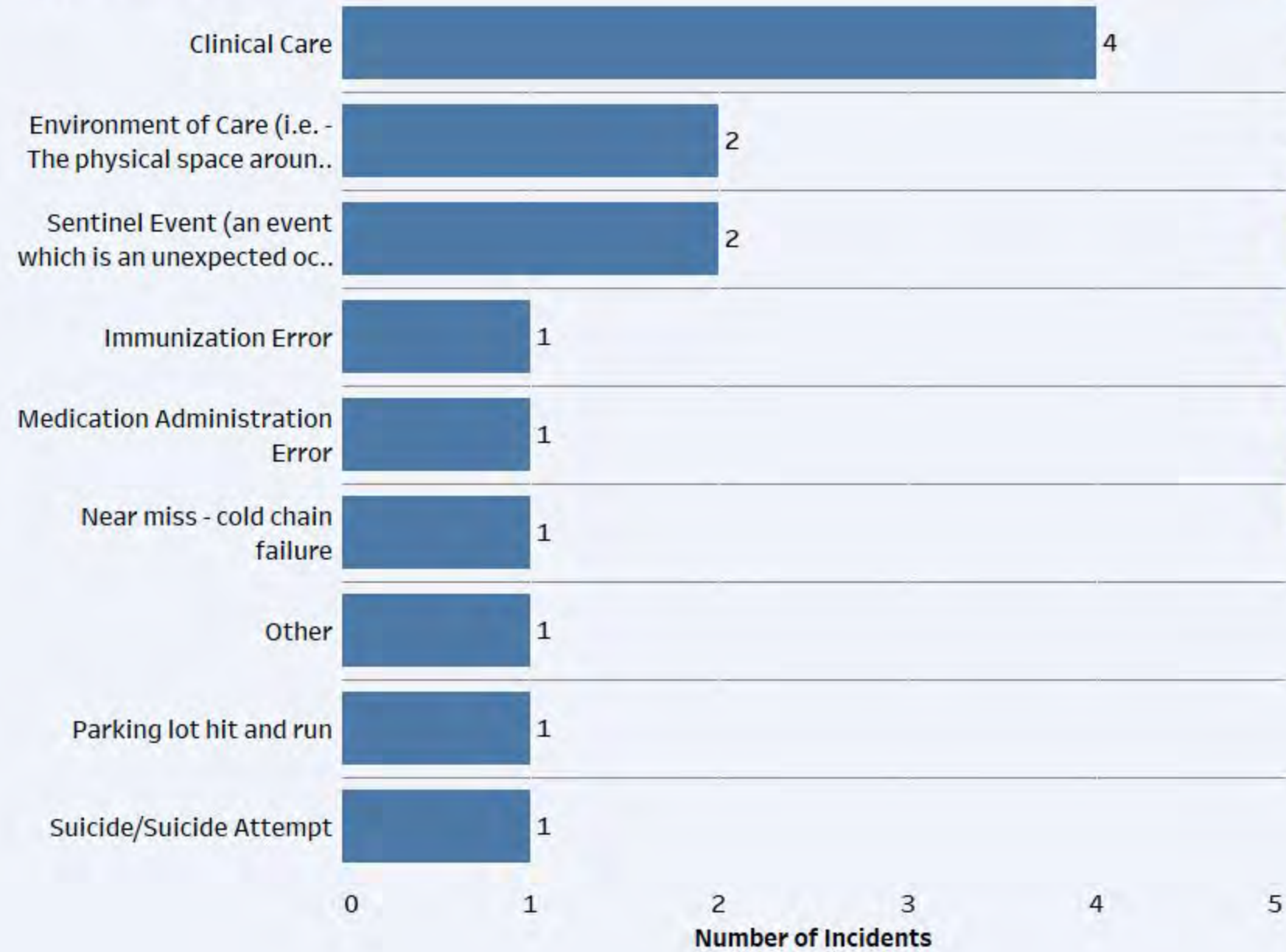
Definitions

>

## Type of Incident



Use the filters below to further explore the data!



By Quarter:  
2019 Q3

By Service Area  
(All)

Clinic Site  
(All)

Subject Person:  
Client

# Incidents Report

<

Reported Incidents

Incident by Type

Reported Pharmacy Med Dispensing Errors

Med Dispensing Error by Type

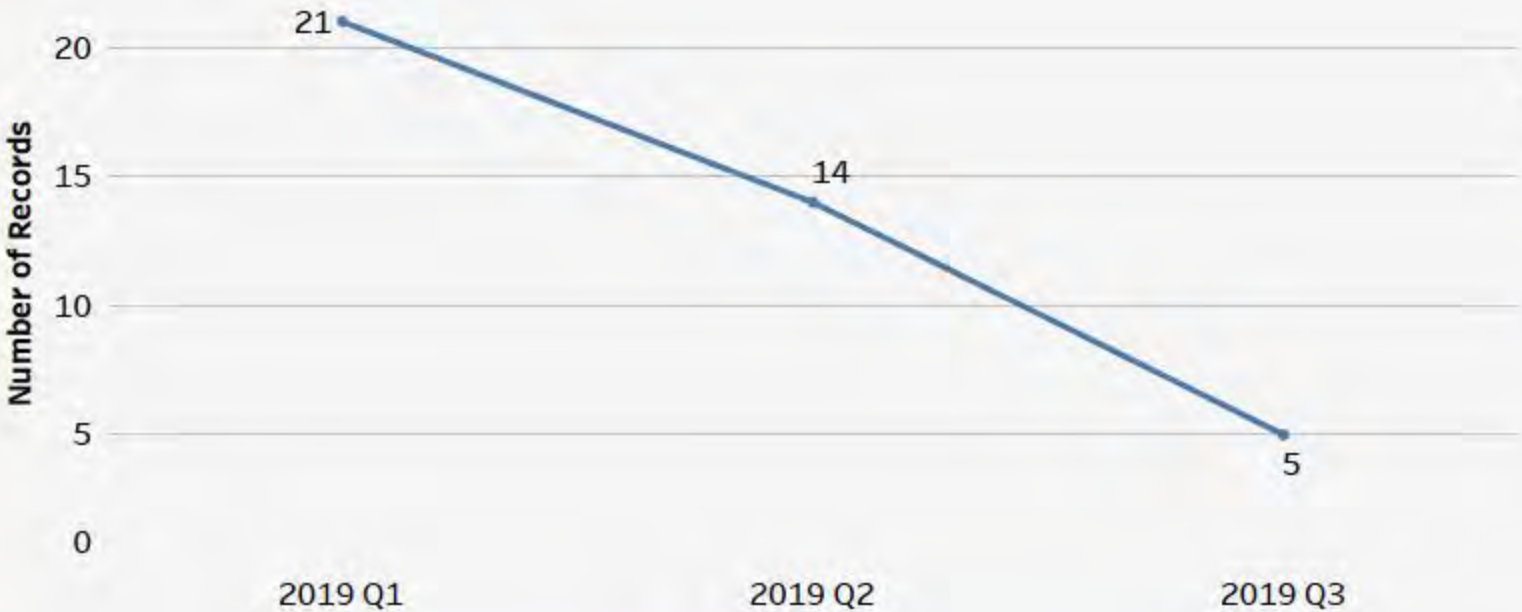
Definitions

>

## Reported Pharmacy Medication Dispensing Errors

Point of Reference: In Q3 MCHD Pharmacies filled 92,983 prescriptions.

Number of Med Dispensing Errors by Quarter



Use the filters below to further explore the data!

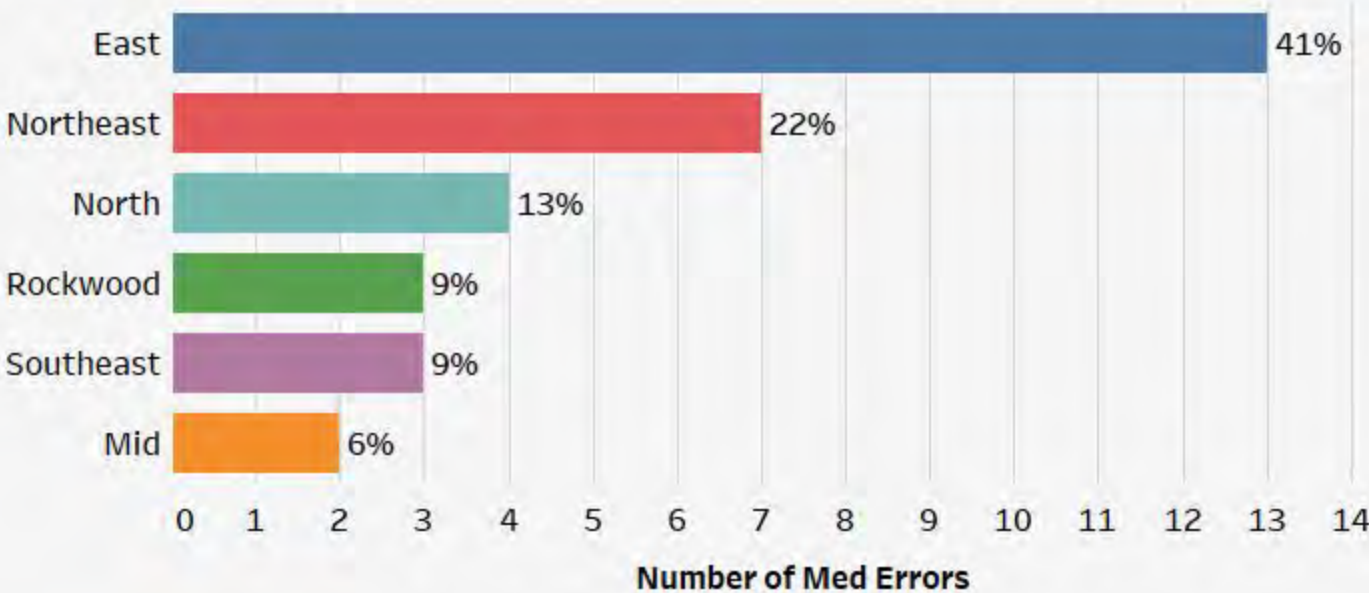
Quarters

(Multiple values) ▾

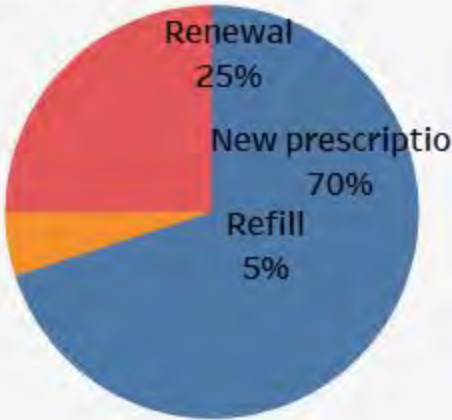
By Pharmacy

(All) ▾

Pharmacy Name



Type of Prescription



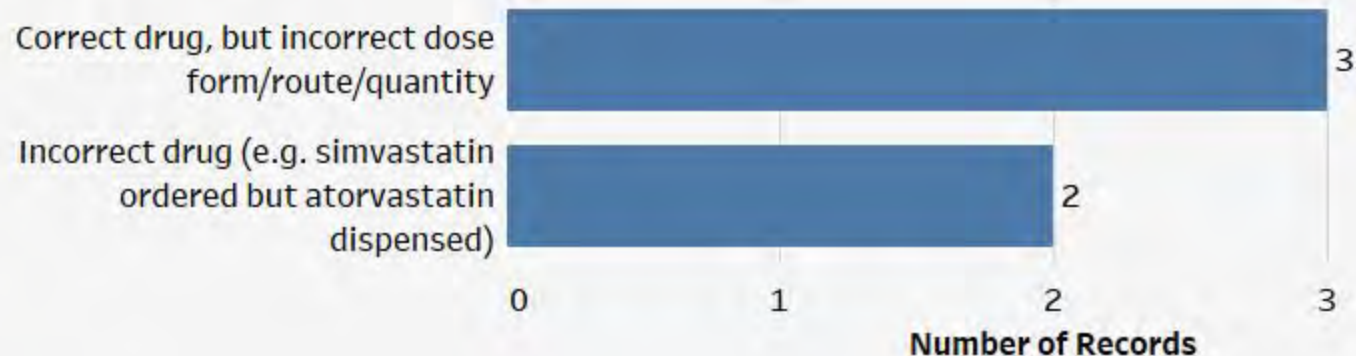
# Incidents Report



## Type of Pharmacy Medication Dispensing Error



### Description of Error



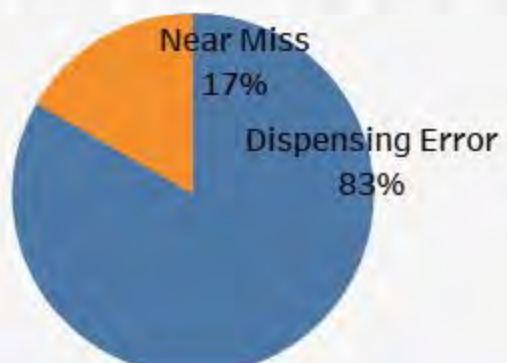
Use the filters below to further explore the data!

**Quarters**  
2019 Q3

**By Pharmacy**  
(All)

4

## Type of Pharm Error (Near Miss not include in other calculations)



Point of Reference: In Q3 MCHD Pharmacies filled 92,983 prescriptions.



Title:	ICS Health Centers – Feedback and Complaint Policy		
Policy #:	ICS.04.16		
Section:	Integrated <del>Clinical</del> Clinical Services	Chapter:	Primary Care
Approval Date:	Enter policy approval date.	Approved by:	Name and position of accountable person; final approving authority.
Related Procedure(s):		ICS Complaint Procedure	
Related Standing Order(s):		Not Applicable	
Applies to:		All Health Center Staff	

## PURPOSE

Integrated Clinical Services (ICS) provide a way for clients to communicate their ~~concerns~~ complaint or comment. It is a requirement that clients have a means by which complaints are communicated to their health care provider. This policy ~~focuses on~~ outlines how ~~a~~ complaints can be made ~~and, how the complaint is managed and responded to~~.

## DEFINITIONS

Term	Definition
<u>Civil Rights Complaint</u>	<u>A complaint based on Race, Color, National Origin, Disability, Age, or Sex*.</u>
Complaint	Any statement or expression that a situation or event may be unacceptable or unsatisfactory.
Comment	Any statement or expression that communicates an opinion or reaction. <del>that is not a complaint.</del>
<del>Concern</del>	<del>Any matter communicated that engages a person's attention or interest that could reasonably affect their level of satisfaction with the clinical services.</del>

**Commented [1]:** Describe the formal complaint process for staff and clients

## POLICY STATEMENT

Integrated Clinical Services (ICS) encourages client and family feedback about their experiences ~~at our health centers~~ by obtaining feedback. ICS will identify opportunities to improve its



processes, thereby enhancing satisfaction. On a quarterly basis the number of complaints received by ICS must be reported to the Board Authority; The Community Health Council.

## REFERENCES AND STANDARDS

- The Joint Commission Standard; RI.01.07.01: The patient, and ~~his or her~~ their family, has the right to have complaints reviewed by the organization.
- HRSA Health Center Program Chapter 10 QI QA
- Administrative Procedure DEI-1
- Administrative Procedure DEI-2
- \*Civil Right definition obtained from the U.S. Department of Health and Human Services, Office for Civil Rights website <https://www.hhs.gov/civil-rights/for-individuals/race/index.html>

## PROCEDURES AND STANDING ORDERS

- All clients ~~are need to be~~ informed ~~(via posters)~~ about how they can ~~access and provide feedback to clinical services when they have a make a~~ complaint, ~~concern or comment~~ regarding the services ~~received, received or available~~ their interaction with staff and the environment of care.
- Clients ~~are can be~~ informed about how to make a complaint by ~~are the~~ following:
  - Patient Rights and Responsibilities posters and pamphlets
  - HIPAA Notice of Privacy Practices (patient handout)
  - Notice of Non-Discrimination ~~Discrimination~~ (posted in health center waiting area) under Section 1557 of the Patient Protection and Affordable Care Act
  - New Client Brochures
  - ~~and the~~ Multnomah County Health Department External Website (<https://multco.us/health/about-health-department/complaints>).
- A client, family member or their representative may express a complaint, ~~concern or comment~~ regarding any aspect of care or treatment to any member of the staff. This may be communicated verbally, ~~or~~ handwritten or electronically. Unless other authority is present, e.g. parent of a minor child, individuals involved in care or payment for care; ICS staff are unable to discuss the care of a client with others who do not have a Release

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of Information (ROI) even when the care is associated with a complaint. For information regarding exceptions to ROI rules see Multnomah County's Administrative Procedure HIPAA-1 and AGN 14.09.

- ICS leadership reviews and, when possible, resolves complaints from clients, their families or representatives. If a complaint falls into the category of an involves a staff member and suspected violation of an HR violation policy or Personnel Rules notify HR of the complaint and work with consult senior leadership for guidance and or resolution; see AGN....
- A response to complaints will be communicated as quickly as possible, and should not exceed five (5) working days from the date of the complaint.
- Three varied attempts to follow-up with the client will be completed within 5 working days, unless the client does not want to be contacted or has reported anonymously. Complaints can be escalated if the client is not satisfied with the resolution.
- —
- A client's access to care, treatment, or services will not be influenced by the submission of a complaint. HRSA language here ICS promotes a culture of safety where clients can make a complaint without fear of retaliation.
- Clients and/or their families may choose to communicate their complaints or other feedback anonymously. In the event of anonymous feedback, ICS leadership will protect the identity of the person providing the feedback; if their name is included on the complaint it will be kept confidential.
- —
- Any complaint that involves the possibility of a breach or unlawful disclosure of protected health information shall be immediately communicated to the ICS Health Insurance Portability and Accountability Act (HIPAA) Official Privacy Manager for an investigation in compliance with Multnomah County's Administrative Procedure HIPAA-4; LEG.02.10.
- The Americans with Disabilities Act (ADA) has established a procedure to be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability. Clinic staff must assist persons pursuing a complaint under ADA by contacting the Health Department Human Resources Manager or designee.

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- Clients and/or their families who are covered by Medicaid may choose to file complaints related to unsatisfactory care or treatment directly with the [Oregon Health Plan Client Complaint Website](#). ~~All~~ Clients who are insured may file a complaint with their insurance payor.
- Clients and/or their families may choose to file complaints related to suspected Civil Rights violations directly with the US Department of Health and Human Services via their website address at the [Office for Civil Rights Complaint Portal](#).
- Clients may submit complaints regarding violation(s) of Civil Rights, Limited English Proficiency and Disabilities to Multnomah County's Office of Diversity & Equity by contacting the Civil Rights Administrator at (503) 988-4201 or by emailing, [civilrightshealth@multco.us](mailto:civilrightshealth@multco.us).
- If the person who made a complaint is not satisfied with the response ~~s/he~~they have received from ICS staff or leadership, ~~s/he~~they may pursue the grievance through an escalation process leading to the CHC Executive Director. If the person is still unsatisfied they may contact the Good Government Hotline at 1-888-289-6839, or through the [Good Government Hotline Website](#).
- Complaints directed toward ICS clinics accredited by the Joint Commission may be directly reported to The Joint Commission on line at: Joint Commission: [Report a Patient Safety Event](#).
- If a client's complaint involves the threat of legal action, the information must be immediately brought to the attention of County Risk Management, ~~the County Attorneys~~Attorney's office and the ICS Director.
- Additional client feedback is collected via patient satisfaction surveys and comment cards. ~~If c~~Complaints are made during a can be made via patients satisfaction surveys ~~s~~ or communicated using -a comment card the complaint must be routed to ICS Quality and immediately followed up by health center management when applicables.

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## RELATED DOCUMENTS

Name	
Attachment A – ICS Complaint Procedure	



Attachment B – Comment Card Procedure

**POLICY REVIEW INFORMATION**

Point of Contact:	ICS Director, Primary Care Services Director, Medical Director, Dental Director, Pharmacy and Support Services Director, ICS Quality Director
Supersedes:	N/A

## Procedure



<b>Title:</b>	Feedback and Complaint Procedure
<b>Procedure #:</b>	ICS.04.16.P1
<b>Program:</b>	Integrated Clinical Services (ICS)
<b>Point of Contact:</b>	Quality Director
<b>Approver:</b>	ICS Director
<b>Updated:</b>	November 4, 2019

### **Purpose**

The purpose of this ICS Feedback and Complaint Procedure is to provide medical, dental, pharmacy and PAC staff and management instruction concerning the management and response to client complaints and comments.

### **Reference**

#### **ICS.04.16 ICS Feedback and Complaint Policy**

### **Scope**

This procedure applies to all ICS services.

### **Procedure**

- All patients and clients of ICS Medical, Dental or Pharmacy services will be informed of their rights, which will include information on the process of submitting a complaint or comment in relation to their treatment and services. Management assures that Comment Cards and Complaint Forms are made available in multiple languages and that clients are informed of their right to make a complaint should they have concerns regarding the services, treatment or experience at an ICS Health Center or the Patient Access Center.
- Clients, whose complaint have not been informally resolved, can submit their complaint formally by having their complaint documented. Complaints or comments may be expressed in person, by telephone, electronically, or handwritten, by using a Comment Card or Client Complaint Form (see Attachments for ICS.04.16).
- If a client makes a complaint using a Comment Card there may be delay in follow up and resolution of the complaint.
- ICS Health Centers will have lockable boxes to collect Comment Cards in an area where clients have free access to the Comments Cards and lockable box. Management will establish a collection routine to ensure that Comment Cards are retrieved no less than

## Procedure



every 5 consecutive business days. The retrieval schedule should be adjusted for health center closures, i.e. holidays and planned closures.

### **Comment Card Procedures**

**Step 1** - Comment Cards are reviewed no less than once, weekly for content review that may require follow up.

Examples of comments needing follow up may be, but not limited to:

- I was told to come to the dental office for my emergency but they never called my name so I left.
- I came into the health center for my medical appointment but it was cancelled without any notice.
- I did not understand the instructions the Pharmacist gave me for my medication.
- I appreciate the services I receive, I would like to participate on your patient board.

**Step 2** – Comment Cards are scanned and emailed to [quality.assurance@multco.us](mailto:quality.assurance@multco.us). Adhere to the rules and guidelines for Records Management and Archives regarding retention of HIPAA related documents. <https://commons.multco.us/records-management-and-archives>.

**Step 3** – Comment Cards that contain a complaint will be followed up using the complaint procedure.

### **Complaint Procedure**

Step A - Try to resolve a client complaint immediately.

- Depending on the nature of the complaint, staff may be able to facilitate the resolution of the client's concern. Examples of client complaints that may be able to be resolved immediately by line staff are but not limited to: scheduling an appointment, facilitating the clarification of the After Visit Summary or locating a letter written by the PCP. If in doubt fill out the complaint form and forward it to a member of the management team.
- Some complaints can only be followed up by members of the management team. Examples of these types of complaints are but are not limited to: HR related issues dealing with the treatment of others, abuse of power, poor clinical care, wrong tooth extraction, civil rights violations, and dispute of Medicaid billing.
- If the staff person to whom the feedback is communicated with is unable to immediately address the concern expressed by the client, a complaint form will be given to the client.

### **Complaint Documentation**

#### **Step B – Complaint Form**

- Verbal reports: If the client complaint is expressed verbally, the staff member will offer the complaint form to the client. For clients who need assistance in completing the form, a staff person will fill out the Complaint Form and assure the collection of the below information:
  - Client name
  - Medical Record Number if applicable
  - Date of report
  - Description of the complaint
  - Date of the incident
  - Desired resolution
  - Telephone number
  - Does the client want to be contacted or remain anonymous
- Clients and/or their families may choose to communicate their complaints anonymously. In the event of an anonymous complaint, ICS management will protect the identity of the complainant.

### **Step B - Complaint Investigation**

- A member of the management team will contact the client to acknowledge the receipt of the complaint and gather any additional information needed. Communicate the approximate time it will take to follow up and get back to the client with a resolution.
- If the complaint involves multiple program areas such as pharmacy and medical, review of the complaint will be conducted by a member of the management team for each program area.
- The multiple program area management team members will work together to establish necessary resolution options for the client and create the response so that the communication to the client is cohesive and the client is not contacted by multiple managers if possible.
- Clients with insurance coverage may submit their complaint directly to their insurance carrier. The Insurance carrier can send the complaint directly to ICS Quality, who will coordinate a response with the program area that is addressed in the complaint. A response to the complaint will be sent within five working days of receipt, back to the

## Procedure



Insurance carrier by ICS Quality. A response time of two working days from the program area (medical, dental, pharmacy, patient access center) is necessary in order for ICS Quality to get the complaint response to the insurance carrier within five working days.

- The Director for each program area identified in the complaint will be notified of the complaint with a cc to the ICS Quality Director.

### **Complaint Escalation & Rerouting**

- If the complaint requires consideration by higher leadership, the complaint will be forwarded to the appropriate level of leadership. All efforts will be made to provide an adequate response within five working days, if possible.
- Complaints involving an alleged breach or unlawful disclosure of protected health information will be immediately reported to the Health Department's Privacy Official.
- If the client is not satisfied with the response received from ICS staff or site management, the client may pursue grievance escalation through: the Director of the program area for which the complaint was made; the Quality Director; the ICS Director (aka CHC Executive Director) or Deputy ICS Director; the Health Department Director.
- The client may contact the Good Government Hotline at 1-888-289-6839, or through their website at <http://www.GoodGovHotline.com>.
- Complaints directed toward the ICS Accredited Health Centers may also be directly reported to The Joint Commission on-line at: <http://www.jointcommission.org/>

### **Responding to the Client**

- A client's access to the provision of care, treatment or services will not be negatively influenced by the submission of a complaint.
- The client will be informed of the explanation or resolution of the issue. Apologizing for the client's perceived experience a best practice and should be done as soon as possible.
  - Examples of an apology is, "I apologize for your experience. Thank you for bringing this matter to my attention. I will look into it and get back to you by..."

### **Documentation of Resolution**

- **For Internal Management Use** the complaint and the resolution will be entered into the google complaint form located on the Quality Assurance page on Commons; [ICS Complaint Form](#). Complaints sent by other program areas such as PAC to the Health Center will be entered into the google form by the Health Center management.

Your opinions are important to us.

# How are We Doing?

**How would you rate our services?** (Circle one)



Not Good/Not Satisfactory

1

2



So-So/Uncertain

3

4



Good/Satisfactory

5

What went well? \_\_\_\_\_

What can we do better? \_\_\_\_\_

G-426 08/11/15

## Please tell us more

May we contact you about this? ☐-Yes ☐-No

### Contact information:

Your Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

Best time of day to reach you: \_\_\_\_\_

### For Staff Use Only

Patient ID: \_\_\_\_\_

Received By: \_\_\_\_\_

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

Method of response: \_\_\_\_\_

-- Tell any member of your care team or front desk staff if you want to make a formal complaint --

Your opinions are important to us.

# How's your Pharmacy Doing?

**How would you rate our services?** (Circle one)



Not Good/Not Satisfactory

1

2



So-So/Uncertain

3

4



Good/Satisfactory

5

Date of Visit? \_\_\_\_\_

What went well? \_\_\_\_\_

What can we do better? \_\_\_\_\_

Your opinions are important to us.

# How's your Pharmacy Doing?

**How would you rate our services?** (Circle one)



Not Good/Not Satisfactory

1

2



So-So/Uncertain

3

4



Good/Satisfactory

5

Date of Visit? \_\_\_\_\_

What went well? \_\_\_\_\_

What can we do better? \_\_\_\_\_

# Please tell us more

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What is the name of the staff member that helped you? \_\_\_\_\_

May we contact you about this? ☐-Yes ☐-No

## Contact information:

Your Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

Best time of day to reach you: \_\_\_\_\_

### For Staff Use Only

Patient ID: \_\_\_\_\_

Received By: \_\_\_\_\_

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

Method of response: \_\_\_\_\_

Location: \_\_\_\_\_

-- Tell any member of your care team or front desk staff if you want to make a formal complaint --

# Please tell us more

---

---

---

---

---

---

What is the name of the staff member that helped you? \_\_\_\_\_

May we contact you about this? ☐-Yes ☐-No

## Contact information:

Your Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

Best time of day to reach you: \_\_\_\_\_

### For Staff Use Only

Patient ID: \_\_\_\_\_

Received By: \_\_\_\_\_

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

Method of response: \_\_\_\_\_

Location: \_\_\_\_\_

-- Tell any member of your care team or front desk staff if you want to make a formal complaint --

## COMPLAINT FORM

(May be completed by client, advocate, or by staff on behalf of client)

Client's Name \_\_\_\_\_ Client's ID \_\_\_\_\_

Client's Address \_\_\_\_\_  
Address City State

Client's Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Msg \_\_\_\_\_

**Best time to reach the client for a return call:** \_\_\_\_\_

**AREA OF CONCERN:** Medical ☐ Dental ☐ Pharmacy ☐ Other: \_\_\_\_\_

Please tell us what the problem is, *and what you would like done about it* (use back page, if needed).

Do you want to discuss this concern with a member of the management team? ☐ Yes ☐ No

If you answer "Yes", we will contact you within five (5) working days.

☐ Completed by client Date \_\_\_\_\_ Client/Parent/Caregiver \_\_\_\_\_

☐ Completed by Staff Date \_\_\_\_\_ Staff Name \_\_\_\_\_

**STAFF USE ONLY:**

Type of Complaint: ☐ Access ☐ Quality of Care ☐ Facility ☐ Safety ☐ Staff

Other \_\_\_\_\_

<b>Title:</b>	<b>Health Centers New Patient &amp; Service Area Criteria</b>		
<b>Policy #:</b>	<b>ICS.01.45</b>		
Section:	Integrated Clinical Services	Chapter:	<b>Clinical</b>
Approval Date:	Enter policy approval date.	Approved by:	/s/ Vanetta Abdellatif, ICS Director /s/ Tara Marshall, CHC Chair
Related Procedure(s):			
Related Standing Order(s):			
Applies to: Primary Care and Dental Health Centers (excludes HIV Health Service Center, Student Health Centers, and Reproductive Health Services program clients)			

## PURPOSE

This policy provides information regarding the service area for the ICS health centers, excluding HHSC and SHC, and provides direction regarding how patients will be managed if they seek to establish care while living outside of the service area, move outside of the service area after they establish care, have a change in insurance after establishing care, or walk into an ICS Health Center.

## DEFINITIONS

Term	Definition
New Patient	<p><b>Primary Care:</b> A new Primary Care patient is defined as someone who HAS NOT had an ICS <u>primary care</u> health center visit* within the last 3 years.</p> <p><b>Dental:</b> A new Dental patient is defined as someone who HAS NOT had a visit* in an ICS <u>dental</u> clinic within the last 3 years.</p> <p><i>* Includes nurse, immi, flu, etc visits. A Corrections Health visit does not count as a Primary Care or Dental visit</i></p>
Established Patient	<p>A patient's status with Primary Care and Dental are completely independent of each other.</p> <p><b>Primary Care:</b> An established Primary Care patient is defined as someone who HAS had an ICS <u>primary care</u> health center visit within the last 3 years. This includes Refugee Screening visits with a provider.</p>

	<b><u>Dental:</u></b> An established Dental patient is defined as someone who HAS had a comprehensive dental exam visit in an ICS <u>dental</u> clinic within the last 3 years.
Tri-County Area	Multnomah County, Clackamas County, and Washington County
Family Member	Family member is defined in AGN.10.03 Community Health Center Services Fee Policy

## POLICY STATEMENT

MCHD is committed to a patient-centered approach that has a mission of providing medical and dental care services for the residents of Multnomah County. Services may be provided to patients that live outside of Multnomah County, but these situations will be managed and handled according to the requirements outlined below.

### **Residency requirement for NEW patients:**

Patients must meet one of the following criteria:

- Patient lives within Multnomah County
- Patient lives within the Tri-County area AND is assigned to the Multnomah County clinic by their insurance CCO (for Primary Care) or DCO (for Dental).
- Site leadership can approve special circumstances, which includes homelessness or urgent medical conditions. *These should be rare occurrences and documented as a Priority Message.*
- Patient is seeking Family Planning Services that qualify for Reproductive Health program visit.

### **Established patients that move outside of Multnomah County:**

When a patient moves outside of Multnomah County and had an appointment in the last 12 months, the patient should be scheduled and seen as usual.

When a patient moves outside of Multnomah County and hasn't been seen in at least 12 months, clinic leadership will need to evaluate whether the patient may continue their care with MCHD using the residency requirement criteria above. If approved, and if the patient has been seen within 3 years, they should be scheduled as an established patient. Clinic leadership will enter a Priority Message directing if the patient is continuing care at the clinic.

Any staff at PAC or the clinics who identify that an established patient has moved outside of the service area should report to the clinic leadership via Epic inbasket message to the clinic's Admin Pool. The patient will be scheduled as an established patient until a Priority Message has been entered with a decision.

**Patients Returning to Care at MCHD after establishing elsewhere:**

- Patient has been seen within 3 years at MCHD: Schedule as an “established” patient with MCHD. (We are not able to bill a New Patient visit until after 36 months from the patient’s last billed appointment with MCHD.)
- Patient has not been seen for at least 3 years: Scheduled as a New Patient (reference New Patient criteria above).

**Unestablished Walk-In Patients:**

When an unestablished patient (does not fit the criteria for “established” patient definition above) walks into the clinic to obtain medical or dental care:

- Primary Care: the person should be seen by a clinic nurse
- Dental: a dental staff member will determine the urgency of their condition

**Patient has a condition that is urgent, requiring immediate treatment:**

- Patient will be seen as appropriate for the condition. *Being seen establishes them as a patient of the clinic, and the visit should be processed as a new patient appointment.*
- After the initial assessment and/or visit, if the individual does not meet the residency requirements, then they should be:
  - Directed to resources in their local community
  - Provided contact information for their insurance carrier that can help them identify a clinic that accepts their plan

**Patient’s condition is not urgent:**

- The staff member should determine if the person meets the above residency requirements to become an established patient.
- If the person does meet the residency requirements, then they should be offered a new patient appointment:
  - Schedule the new patient appointment while the patient is in clinic
  - If no available appointment works for the patient, they should be directed to call the Patient Access Center to schedule a new patient appointment at their convenience
- If the individual does not meet the residency requirements, then the person should be:
  - Directed to resources in their local community
  - Provided contact information for their insurance carrier that can help them identify a clinic that accepts their plan

## REFERENCES AND STANDARDS

N/A

## PROCEDURES AND STANDING ORDERS

Attached

## RELATED DOCUMENTS

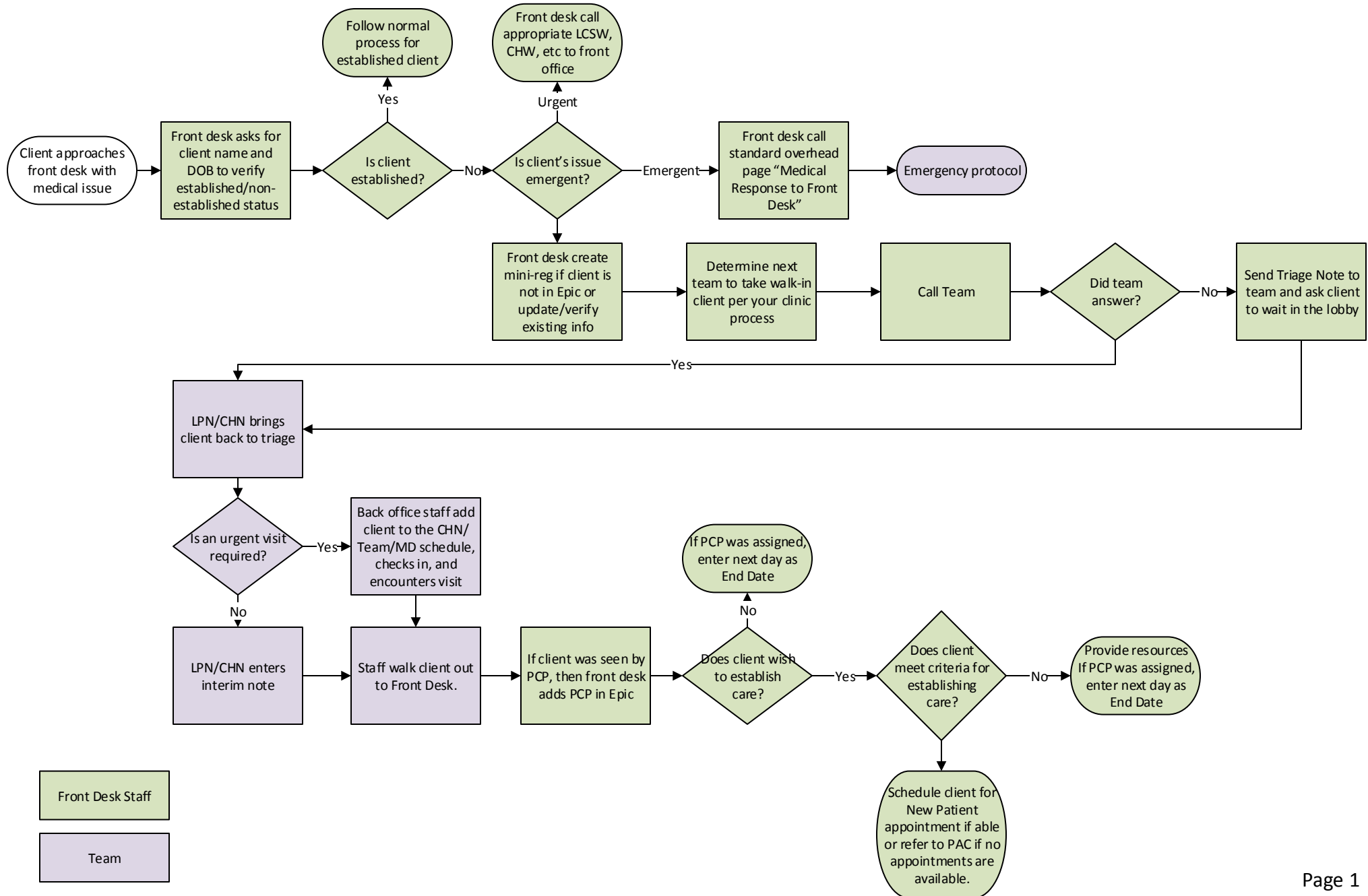
Name
ICS.01.19 Primary Care Provider Assignment and Selection Policy
ICS.01.29 Patient Discharge from Clinical Services
Attachment A: Walk-in Patient Workflow



## POLICY REVIEW INFORMATION

Point of Contact:	Brieshon D'Agostini, Primary Care Strategy and Innovation Manager Christine Palermo, Dental Operations Manager
Supersedes:	Enter the policy(ies) superseded by this policy.

# Non-Established Client Walk-In Workflow

November 17, 2015



<b>Title:</b>	<b>Patient Discharge from Clinical Services</b>		
<b>Policy #:</b>	<b>ICS.01.29</b>		
Section:	Integrated Clinical Services	Chapter:	General
Approval Date:	06/13/2016	Approved by:	 V. Abdellatif
Approval Date:	06/13/2016	Approved by:	 H. Odhiambo, Chair Community Health Council
Related Procedure(s): <a href="#">ADMP.001.006-Procedure for Discharging Patients from Clinical-Programs</a>			
Applies to: All ICS Staff, Excluding Corrections Health			

## PURPOSE

This policy provides guidelines and directions to ensure a uniform process across ICS clinics and programs in the event of the necessity to exclude a client from care.

## DEFINITIONS

Term	Definition
Habitual	Done regularly or repeatedly
Program manager	Primary Care Clinic Manager or Dental Services Manager

## REFERENCES AND STANDARDS

Joint Commission Standard PC.04.01.01

## POLICY STATEMENT

Termination of care decisions are made based upon established legal and ethical grounds which are communicated to the patient; and, when invoked, will allow sufficient notice and appropriate transition to arrange future care. The patient's needs and rights are the foremost consideration in any decision to discharge a patient from the clinical services offered by the Multnomah County Health Department. Each review outcome is determined on a case by case basis by the ~~program director~~ Primary Care Services Director and Medical Director, with input from clinical provider(s) and site leadership.

Discharging a patient should be considered after other options, such as:

1. Patient behavior agreement (see HAZ.02.01)
2. Transfer to different provider within clinic or county

A patient may be discharged from care for the following reasons:

1. The patient no longer meets eligibility requirements to receive services through the Multnomah County Health Department. ~~Please note:~~  
~~• Inability to pay for services will not be considered as a discharge reason.~~
2. A change of residence to outside of Multnomah County is not necessarily reason for immediate discharge. Considerations for continuity of care may be made per department policy ICS.01.19 and ICS.01.45.
3. The patient habitually refuses to cooperate with the provider or staff, creating continual adverse outcomes in care or operational processes.
4. The patient has committed fraudulent or illegal acts such as: altering a prescription, illegally selling or distributing medications they have received, theft, fraud, or other criminal acts related to clinical services.
5. The patient presents a clear and unmitigated threat to staff, other patients or visitors at the facility where services are received.

A patient may **not** be discharged from care for the following reasons:

1. Inability to pay for services

If a patient's care is to be terminated for any of the reasons listed above, the patient:

1. Will have the right to respond to the alleged reasons for discharge to clinic site leadership.
2. Will always have a provider review their health record to determine the current care needs.
3. Will be informed of how long their care will be continued while they find other services.
4. Will be advised of other resources that may be available for continued care elsewhere.
5. Will have the notice of decision to ~~discharge~~ discharge, the reasons for the action, and any transitional care information communicated in writing.
6. Will be informed that they can have all health records sent to their next service provider.
7. Will be furnished a complete and reconciled list of their medications at the time of the discharge.
8. May submit an appeal request for review through their health insurance carrier (for CCO assignments) and/or directly to MCHD.

Clinic staff will bring all escalated concerns or incidents to site leadership for assistance and/or review. Any actual event or threat of physical violence or harm to clinic staff, other patients, or to the facility site must be reported immediately.

Corrections Health services are not included in the scope of this policy.

## RELATED DOCUMENTS

### Name

Attachment A – [Notice of Discharge from Care](#)

Attachment B – [Discharge from Care Appeal Form](#)

[Attachment C – Behavior Agreement](#)

[HAZ.02.01](#)

[ICS.01.19](#)

[ICS.0.45](#)

## POLICY REVIEW INFORMATION

**Required Approval level:** ICS Director and Community Health Council

**Regulatory Organizations:** ☒ Joint Commission ☒ Health Resources and Services Administration ☐ Coordinated Care Organization ☐ Oregon Health Authority ☐ Public Health Accreditation Board ☐ National Commission on Correctional Health Care ☐ Office of Management and Budget ☐ Other: 37T

**Reviewers:** ~~Primary Care Services Director, Medical Director, Dental Director, ICS Quality Manager, Grants Management Specialist~~

**Inform:** ~~All ICS Staff Excluding Corrections Health~~

**Point of Contact:** ~~Dawn Shatzel, ICS Quality Manager~~

**Renewal Term:** ~~2 years~~

**Next Review Date:** ~~06/01/2018~~

**Supersedes:** ~~Not applicable~~

**Point of Contact:** [Brieshon D'Agostini, Primary Care Strategy and Innovation Manager](#)  
[Christine Palermo, Dental Operations Manager](#)

**Supersedes:** [N/A](#)

## Procedure



<b>Title:</b>	ICS.01.29 Patient Discharge from Clinical Services
<b>Procedure #:</b>	Attachment A – Notice of Discharge from Care
<b>Program:</b>	Integrated Clinical Services
<b>Point of Contact:</b>	Brieshon D'Agostini, Primary Care Strategy and Innovation Manager Christine Palermo, Dental Operations Manager
<b>Approver:</b>	Tasha Wheatt-Delancy
<b>Updated:</b>	10/10/2019

This is the template for the letter informing a patient of discharge from services.

Clinic leadership should use this letter once the patient has been approved for discharge per policy ICS.01.29 Patient Discharge from Clinical Services. The reason for discharge should describe specific behavior in clear, non-judgmental language.

Dear (Patient name):

This letter is to let you know that you will not receive medical / dental care from NAME OF CLINIC starting DATE OF DISCHARGE. The reason this is happening is because EXPLAIN THE REASON(S) FOR THE DISCHARGE.

You can receive medical / dental care at the NAME OF CLINIC for 30 days from the date of this letter. If you need any medication refills that have been prescribed by your medical / dental provider during this time, call your pharmacy. They will share your request with your medical / dental provider. If you need help finding a new medical / dental provider, contact your health insurance plan. You can also contact "211" for community information of health care resources in your area.

We will send your health care records to your new medical / dental provider when you tell us where to send them. We will need to get a release of information from your new provider. This is a form that you sign to say it is okay for us to share your records with the new provider.

Sincerely,

cc: Care Coordinator @ Insurance Carrier (ID # XXXX) (if applicable)  
Clinic leadership  
ICS Quality Manager  
ICS Director



Integrated Clinical Services

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Discharge from Care: Appeal Form

*Please Print*

Name (first/middle/last) \_\_\_\_\_

Address \_\_\_\_\_

Date of birth \_\_\_\_\_ Health Record Number \_\_\_\_\_

Date of discharge \_\_\_\_\_ Clinic \_\_\_\_\_

Reason for discharge \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe why you believe you should continue to receive care at this clinic

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Turn completed form in to your clinic or mail to:**

**Multnomah County Health Department, ICS Quality Department  
619 NW 6<sup>th</sup> Ave 7<sup>th</sup> Floor  
Portland, OR 97209**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. \_\_\_\_\_**

Resolution to update the Co-Applicant Agreement with the Community Health Council

**The Multnomah County Board of Commissioners Finds:**

- a. The Community Health Center (Federally Qualified Health Center) provides valuable and essential health services to all people in Multnomah County, regardless of income or insurance status;
- b. The Community Health Council (patient majority board) of the Community Health Center was first established in 1980 to serve as a co-applicant governing body for the Community Health Center; and
- c. The Community Health Center must comply with the Health Resources and Services Administration (HRSA) within the United Department of Health and Human Services (DHHS) pursuant to Section 330 of the Public Health Service Act to remain a Community Health Center

**The Multnomah County Board of Commissioners Resolves:**

1. To update the existing Co-Applicant Agreement between the Community Health Council and the Board of County Commissioners to reflect changes in Health Center leadership reporting structure and in physical building address changes, to continue meeting expectations and requirements pursuant to Section 330 of the Public Health Service Act.

**ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Deborah Kafoury, Chair

REVIEWED:  
JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Rev. 1/30/2017 - Board Clerk is authorized to correct any cross references and typographical errors, as needed.

By \_\_\_\_\_  
(Name of Reviewing Attorney)

**SUBMITTED BY:**

Adrienne Daniels  
Deputy Director, Integrated Clinical Services

## Co-Applicant Agreement for the Operation of the Community Health Center

This Co-Applicant Agreement for the Operation of the Community Health Center (the “Agreement”) is entered into by and between Multnomah County (the “County”) and the Multnomah County Community Health Council (the “Council”) (individually a “Party” and the “Parties”).

### Recitals

**WHEREAS**, since 1977, the County has been awarded Federal grant support from the Health Resources and Services Administration (“HRSA”) within the United Department of Health and Human Services (“DHHS”), pursuant to Section 330 of the Public Health Service Act (“Section 330”), to operate a community health center project (hereinafter the “Community Health Center”);

**WHEREAS**, the Council was established in 1980, serves as the co-applicant governing body for the Community Health Center, and supports the Division of Integrated Clinical Services’ vision of *Integrated. Compassionate. Whole person health*;

**WHEREAS**, the Council meets the size, selection, and composition requirements, and exercises certain governance authorities proscribed by Section 330, the implementing regulations set forth at 42 C.F.R. Part 51c, and related HRSA policies, including but not limited to the Community Health Center Program Compliance Manual (the “Compliance Manual”);

**WHEREAS**, consistent with the County Division of Integrated Clinical Services, the mission of the Community Health Center is to provide services that improve the health and wellness for individuals, families, and communities; and

**WHEREAS**, the Parties wish to set forth in this Agreement their respective responsibilities with respect to governance and operation of the Community Health Center.

### Agreement

**NOW THEREFORE**, the County and the Council agree as follows with respect to their responsibilities for the Community Health Center:

#### 1. Health Council

##### 1.1 Composition of the Governing Body.

The composition of the Council shall comply with the Council’s Bylaws, which shall be consistent with the requirements of Section 330, its implementing regulations, and applicable HRSA policies, including but not limited to the Compliance Manual.

## 1.2 Authorities and Responsibilities of the Council.

The Council shall hold monthly meetings where a quorum is present and shall exercise the authorities and responsibilities described in the Council's Bylaws and described below:

- 1.2.1 Adopting health care policies including the scope and availability of services to be provided by the Community Health Center, the mode of delivery of services, the location and hours of operation, quality-of care audit procedures, and the Community Health Center's quality plan;
- 1.2.2 Evaluating the Community Health Center's activities, including service utilization patterns, productivity, patient satisfaction, achievement in health center project objectives, and development of a process for hearing and resolving patient complaints;
- 1.2.3 In consultation with the Community Health Center management team, evaluating the performance of the Community Health Center based on quality assurance/quality improvement assessments and other information received from the Community Health Center management;
- 1.2.4 Approving the Community Health Center's annual operating and capital budgets, which outline the proposed uses of both Section 330 and non-Federal resources and revenue, consistent with Section 2.1.1;
- 1.2.5 Approving the Section 330 grant application and other grant applications and formal requests to federal, state, local and private agencies related to the Community Health Center's Scope of Project, including but not limited to Change in Scope requests submitted to HRSA;
- 1.2.6 Selecting, evaluating and dismissing the Executive Director of the Community Health Center, consistent with Section 1.3;
- 1.2.7 Monitoring the financial status of the Community Health Center, including reviewing the results of the annual audit and ensuring appropriate follow-up actions are taken, consistent with Section 2.2.7;
- 1.2.8 Adopting a policy for eligibility for services, including a sliding fee discount schedule, related eligibility and verification policies and procedures, and other policies and procedures related to the

Community Health Center's Sliding Fee Discount Program consistent with the requirements of Section 330, consistent with Section 2.1.4;

- 1.2.9 Assuring that the Community Health Center is operated in compliance with applicable federal, state and local laws and regulations, consistent with Section 3.1;
- 1.2.10 Approving any decisions to subaward or contract for a substantial portion of the Community Health Center's services; and
- 1.2.11 Exercising all other authorities and responsibilities, except those specified in Section 2.1 of this Agreement, which are required by Section 330, the implementing regulations, and HRSA policies, including but not limited to the Compliance Manual, to be vested in a Section 330-compliant governing board.

The Parties understand and agree that no other individual, entity, or committee shall reserve or have approval or veto power over the Council with regard to the above authorities.

1.3 Selection, Evaluation and Dismissal of the Executive Director.

- 1.3.1 Selection of an Executive Director. The County shall be responsible for recruiting candidates to fill any Community Health Center Executive Director vacancy. The Council may also propose candidates. The County shall consult with the Council on qualifications and the recruitment process for the Executive Director position. An equal number of representatives from both the County and the Council shall be included in the qualification, review, and interview process. The County shall present at least three (3) candidates to the Council for final selection. The Council shall have the authority to either select or reject the Executive Director candidate(s) presented by the Search Committee. In the event that the Council rejects the candidate(s) presented, the Search Committee will prepare additional candidate slates until the Council approves a candidate.
- 1.3.2 Evaluation of the Executive Director. The Council will work with the County's MCHD Human Resources department to conduct an annual review of the Executive Director's performance. The Chair of the Board of County Commissioners or, if so designated by such Chair, the County Chief Operations Officer ("COO") shall conduct an independent evaluation of the Executive Director's performance as Director of Integrated Clinical Services and shall submit such report to the County's human resources department.

- 1.3.3 Dismissal of the Executive Director. Subject to Section 1.4.2, the Council shall have the authority to dismiss the Executive Director from the role as Executive Director of the Community Health Center, if such termination is warranted based on performance or pursuant to federal, state, or County personnel rules. The Executive Director shall be dismissed upon the vote of a majority of the voting Council Directors.
- 1.3.4 Duties of the Executive Director. The Executive Director will be the chief executive of the Community Health Center and will serve as the Director of Integrated Clinical Services. The Executive Director shall have responsibility for the general care, day-to-day management, supervision, and direction of the Community Health Center's affairs in furtherance of established policies, procedures and programs. The Executive Director shall have the authority to approve the assignment of County personnel to the Community Health Center, to supervise such individuals, and to dismiss such personnel from their duties at the Community Health Center, in accordance with the personnel policies established by the County. The Executive Director or designee shall also have the authority to negotiate, execute and administer all contracts for goods and services as required for the operation of the Community Health Center subject to the rules and policies applicable to the County's procurement, purchasing and administration of contracts, and the budget approved for the Community Health Center. The Executive Director shall report to (i) the Council and (2) the Chair of the Board of County Commissioners or, if so designed by the Chair, the County Chief Operations Officer ("COO") or the Health Department Director.

1.4 Employer-Employee Relations.

- 1.4.1 Subject to Section 1.3 of this Agreement regarding the selection, approval, evaluation and dismissal of the Community Health Center's Executive Director, the County shall have sole authority over employment matters and personnel policies and procedures applicable to the Community Health Center staff, including selection and dismissal procedures, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, labor disputes and other human resources issues.
- 1.4.2 The Community Health Center's Executive Director shall, at all times, be an employee of the County. Removal of the Executive Director by the Council pursuant to Section 1.3.3 of this Agreement may not constitute a termination of employment by the County. As the Executive Director's employer, the County shall have authority to terminate the Executive Director's employment if such termination is warranted pursuant to federal, state, or local law or rule, or County personnel rules. If the

County seeks to terminate the Executive Director for a reason that is not warranted by federal, state, or local law or rule, or County personnel rules it may do so only with the Council's prior approval.

## **2. The County**

### **2.1 Authorities and Responsibilities**

The County, via the Board of County Commissioners, shall exercise certain responsibilities and authorities with respect to the Community Health Center. These authorities and responsibilities include:

- 2.1.1 Consistent with Section 1.2.4 of this Agreement, developing the Community Health Center's annual operating and capital budgets, which will be prepared under the direction of the Community Health Center's management team and incorporated into the overall County's Health Department budget. In the event that the County proposes revisions to the budget that impact the portion of the budget applicable to the Community Health Center, such revisions shall be presented to and approved by the Council prior to final approval and implementation by the County.
- 2.1.2 Subject to Section 1.3 regarding the Executive Director, establishing personnel policies and procedures applicable to any County employee assigned to the Community Health Center, which policies and procedures include, but are not limited to, selection and dismissal policies and procedures, salary and benefit scales, position descriptions and classifications, and employee grievance policies and procedures, all of which shall meet all Oregon and federal employment requirements including, but not limited to, equal employment opportunity, drug free workplace, and non-discrimination.
- 2.1.3 Adopting policy for financial management practices and accounting systems, including a system to assure accountability for Community Health Center resources and assets, selection of an independent auditor and provision of an annual audit, long-range financial planning, and establishing purchasing policies and procedures consistent with DHHS administrative requirements set forth in 45 C.F.R. Part 75.
- 2.1.4 Consistent with the provisions of 1.2.8, supporting the Council in its development of policies for billing and collections activities, including a policy regarding determinations of eligibility for services; a schedule

of charges; and a schedule of discounts off charges for services provided to uninsured and underinsured patients with annual incomes equal to or below 200% of the federal poverty level, a nominal fee policy for uninsured and underinsured patients with annual incomes less than or equal to 100% of the federal poverty level, related eligibility and verification policies and procedures, and other policies and procedures related to the Community Health Center's Sliding Fee Discount Program. The Council shall approve the policies for billing and collections activities as set forth in this Section.

## 2.2 Operational Responsibilities

The County shall fulfill the following obligations with respect to the Community Health Center:

- 2.2.1 Applying for and maintaining all licenses, permits, certifications, and approvals necessary and appropriate for the operation of the Community Health Center.
- 2.2.2 Receiving, managing and disbursing grant funds consistent with the budget approved in accordance with this Agreement. The County shall not be required to disburse funds for any expenditure not authorized by a budget approved in accordance with this Agreement. Consistent with Section 2.1.1, the County shall seek and obtain the Council's prior written approval before implementing any line item change in the portion of the Council's approved budget that is specific to the Community Health Center.
- 2.2.3 Maintaining the financial affairs of the Community Health Center, including capital and operating borrowing and controlling funds received for services provided by and all income otherwise generated by the Community Health Center, including fees, premiums, thirdparty reimbursements and other State and local operational funding (collectively, "Program Income"), as well as all Program Income greater than the amount budgeted to the Community Health Center ("Excess Program Income"). All Program Income and Excess Program Income shall be used as permitted under, and for such other purposes that are not specifically prohibited by, Section 330 and solely for uses that further the objectives of the Community Health Center's federally-approved program, consistent Section 330 and the policies and priorities applicable to the Community Health Center.

- 2.2.4 Supporting the Community Health Center through the County's Human Resources Department's recruitment and training resources and activities.
- 2.2.5 Developing management, reporting and internal control systems for the Community Health Center, in consultation with the Council, that are in accordance with sound financial management procedures, including:
  - 2.2.5.1 The provision for an audit of the Community Health Center on an annual basis, consistent with the requirements of 45 C.F.R. Part 75 and the then current compliance supplement applicable to the consolidated Health Center Program (or any subsequent regulations that may replace and supersede 45 C.F.R. Part 75 and the applicable compliance supplement), to determine, at a minimum, the fiscal integrity of financial transactions and reports;
  - 2.2.5.2 Implementing accounting procedures and controls in accordance with generally accepted accounting principles utilized in operating the Community Health Center, as well as the systems for the development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Community Health Center;
  - 2.2.5.3 Maintaining the Community Health Center's business and financial records separate from records related to other County finances to ensure that revenues and expenditures of the Community Health Center may be properly allocated and accounted for, and that Community Health Center funds will be distinguished and accounted for separately from other funds of the County. All expenditures pertaining to the operation of the Community Health Center (including but not limited to, direct and indirect costs associated with staffing, operational systems, additional administrative support services, and overhead) shall be allocated as Community Health Center costs in accordance with the proportionate amount of time expended by the County's personnel in providing services to and on behalf of the Community Health Center or the proportionate amount of resources utilized by the Community Health Center; and

- 2.2.5.4 The preparation and submission of cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third party payment contracts and programs, in which the Community Health Center may from time to time participate.
- 2.2.6 Providing to patients of the Community Health Center access to the County's other programs, based on the County's established eligibility requirements for such programs.
- 2.2.7 Preparing regular financial statements of the Community Health Center's budgeted and actual revenues and expenses, and other financial status reports for the Council, and any other reports reasonably requested by the Council, to enable the Council to fulfill its responsibilities for the Community Health Center.
- 2.2.8 Submitting the required Section 330 grant-related information and reports to DHHS, including but not limited to the Uniform Data System ("UDS") data and the Federal Financial Report ("FFR").
- 2.2.9 Complying with the terms and conditions of the Section 330 grant.

### **3. Mutual Obligations**

#### **3.1 Compliance and Representatives.**

The Parties shall have a mutual commitment and responsibility to work together to ensure that the Community Health Center provides care in compliance with all federal, state and local laws and regulations. The Executive Director shall ensure that both the County and Council communicate strategic priorities, maintain regular communication, and share information about the Community Health Center's operations.

The Council and County shall comply with County's code-of-conduct and harassment policies, including the health center project standards of conduct, which shall be drafted in a manner consistent with Chapter 13 of Compliance Manual. Consistent with 45 C.F.R. Part 75, the Parties further agree that no employee, officer, or agent of either Party may participate in the selection, award, or administration of a contract supported by the Section 330 grant award if he or she has a real or apparent conflict of interest.

#### **3.2 Financial Responsibility and Expenses of the Parties.**

Each Party agrees not to undertake expenditures in excess of overall available resources, to materially change or modify the adopted budget without their mutual agreement, or to

otherwise take actions inconsistent with the financial management protocols developed hereunder.

### 3.3 Record Keeping and Reporting.

3.3.1 Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents so as to enable the Parties to meet all grant-related reporting requirements. Records shall be maintained for a period of four (4) years, or a period otherwise required by law, from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the period, the Parties agree to maintain the records until the end of the period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained.

3.3.2 The Parties agree that the County shall be the custodian of all health records established and maintained relating to diagnosis and treatment of patients served through the Community Health Center.

### 3.4 Legal Services.

The County shall provide the services of the County's employed or contracted counsel, as requested by the Council, to offer legal consultation for the operation of the Community Health Center. If the Council wishes to retain independent legal counsel, the Council will follow County's policy to request such services.

### 3.5 Ownership of Property Acquired with Grant Funds.

The provisions of 45 C.F.R. §75.316, *et seq.* (and/or any subsequent regulations that replace and supersede 45 C.F.R. Part 75) apply to tangible property acquired under this Agreement. The Parties agree that the County shall be the title holder of all property purchased with Section 330 grant funds. The County shall further assure that all contracts executed by for the Community Health Center are consistent with procurement standards contained in 45 C.F.R. Part 75 (and/or any subsequent regulations that replace and supersede 45 C.F.R. Part 75).

## **4. Governing Law**

#### 4.1 Applicable Laws, Regulations and Policies.

This Agreement shall be governed and construed in accordance with, and both Parties shall comply with, applicable Federal and State laws, regulations, and policies, including but not limited to: Section 330 of the Public Health Service Act; implementing regulations at 42 C.F.R. Part 51c; the terms and conditions of Section 330 grants awarded to County; the legislative mandates issued by the Office of Federal Assistance Management (OFAM); HRSA policies and other guidance (including, but not limited to, Health Center Program Compliance Manual); the DHHS Grants Policy Statement in effect as of the date the Agreement is executed; and the DHHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards set forth in 45 C.F.R Part 75 (and/or any subsequent regulations that replace and supersede 45 C.F.R. Part 75).

#### 4.2 Compliance with State and Local Law.

This Agreement is governed by the laws of the State of Oregon. Each Party covenants to comply with all applicable laws, ordinances and codes of the State of Oregon and local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards.

#### 4.3 HRSA Communication.

County shall submit promptly to the Council HRSA communication, Notice of Grant Awards, directives and/or policies that are received from or issued by HRSA after execution of this Agreement and are pertinent to the Community Health Center.

### **5. Term**

This Agreement shall remain in effect unless terminated at an earlier date in accordance with Section 6.

### **6. Termination**

This Agreement shall terminate immediately upon the mutual approval of the Parties or upon the effective date of any termination in full of the County's Section 330 grant.

### **7. Dispute Resolution**

The Parties will use their best efforts to carry out the terms of this Agreement in the spirit of cooperation. In the unlikely event of disagreement, the Parties shall first attempt to resolve any dispute arising under this Agreement by informal discussions. In the event the Parties are unable to resolve the dispute through informal negotiations within a reasonable period of time of the commencement of such discussions (not to exceed thirty days), the Parties shall attempt

formal mediation, if they mutually agree to do so. If the Parties are unable to resolve the dispute, either Party may pursue any remedy available at law.

## **8. Notices**

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the address set forth below, or such other address as the Party may designate in writing:

For the County:

Multnomah County Chair  
501 SE Hawthorne Blvd, 6<sup>th</sup> Floor  
Portland, Oregon 97214

For the Council:

Community Health Council Chair  
619 NW 6<sup>th</sup> Ave, 7<sup>th</sup> Floor  
Portland, Oregon 97209

## **9. Non-Severability**

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause the County and the Council (as co-applicants) not to comply with Section 330, the Parties agree to attempt to amend this Agreement as shall reasonably necessary to achieve compliance. In the event that the Parties reach such agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted. In the event that no such amendments or agreements for amendments can reasonably be made, this Agreement shall immediately terminate.

## **10. Waiver**

No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

## **11. Third-Party Beneficiaries**

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor or patient. No third party shall obtain any right under any provision of this Agreement or shall by reason of any provisions make any claim relating to any debt, liability, obligation or otherwise against any Party to this Agreement.

## **12. Entire Agreement**

This Agreement represents the complete understanding of the Parties with respect to the subject matter herein and as such, supersedes any other agreements or understandings between the Parties, whether oral or written, relating to such subject matter, including but not limited to the 2015 policy, ICS.01.42, *Multnomah County Public Center Governance Staff Guidelines Community Health Council Board & Board of County Commissioners Co-Applicant Relationship*. No such other agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

## **13. Amendments and Modifications**

Any amendment or modification to this Agreement shall be in writing and signed by both Parties. Modification or amendment of any provision(s) of this Agreement shall not affect the remaining provisions and, except for the specific provision(s) of this Agreement which thereby may be modified or amended, this Agreement shall remain in full force and effect as originally executed.

Notwithstanding anything set forth herein, in the event of a change in law or regulation, or upon the issuance of an order from a lawful authority, including but not limited to a court of law or a regulatory agency, that is binding upon a Party and will affect the provisions of this Agreement, the Parties shall meet and confer to amend this Agreement as necessary to incorporate any such change in law, regulation, or order, if a Party determines, in good faith and upon advice of counsel, that such amendment is necessary for purposes of compliance with such change in law or regulation or order.

## **14. Incorporation of Recitals**

The Recitals are incorporated into this Agreement by this reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

Multnomah County

Multnomah County Community  
Health Council

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: Deborah Kafoury

Print: Tara Marshall

Title: Multnomah County Chair

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

Title: CHC Board Chair

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