

Community Health Center Board

Community Health Center Board Meeting Minutes

Date: Thursday, April 22, 2021

Time: 6:00 PM

Location: Zoom

Approved:
Attendance:

Recorded by: Priscilla Hunter

Board Members	Title	Y/N
David Aguayo	Treasurer	Y
Fabiola Arreola	Vice Chair	Y
Tamia Deary	Member-at-Large	Y
Iris Hodge	Board Member	N
Kerry Hoeschen	Member at Large	Y
Nina McPherson	Board Member	Y
Susana Mendoza	Board Member	Y
Harold Odhiambo	Chair	Y
Pedro Sandoval Prieto	Secretary	N
Darrell Wade	Board Member	N
Staff/Elected Officials	Title	Y/N
Azma Ahmed	ICS Dental Director	Y
Hasan Bader	ICS Finance Project Manager	Y
Rosie Barraza	Spanish Interpreter	Y
Lucia Cabrejos	Spanish Interpreter	Y
Brieshon D'Agostini	Interim Quality Director	N
Adrienne Daniels	ICS Deputy Director	Y
Amy Henninger	Interim Medical Director	N
Priscilla Hunter	Administrative Analyst/Scribe	Y
Toni Kempner	Regional Clinic Manager	N
Michele Koder	Pharmacy and Lab Services Director	Y
Alexandra Lowell	Student Health Center Program Manager	N
Charlene Maxwell	Deputy Nurse Practitioner Director	N
Linda Niksich	Community Health Center Board Coordinator	Y
Anirudh Padmala	Business Intelligence and Information Officer	Y
Christine Palermo	Dental Program Manager	Y
Jeff Perry	ICS Chief Financial Officer	Y
Debbie Powers	Primary Care Clinical Deputy Director	N
Nina Spring	Regional Nurse Manager	Y

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Tasha Wheatt-Delancy	Health Center Executive Director	Y
Lynne Wiley	Regional Clinic Manager	N

Guests: n/a

Action Items:

- Jeff Perry to meet with central finance to get answers to questions related to the budget modification for adding \$7.5M in Provider Relief Funds to the County Covid Relief fund account.

Decisions:

- Approved addition of \$7.5M Provider Relief Funds for loss revenue to the Health Center Budget.
- Approved postponing the vote for budget modification for \$7.5M Provider Relief Funds for loss revenue to be added to the county Covid relief fund account.
- Approved 12 financial policies.
- Approved to begin the incorporation process to incorporate the board.

Reports Received:

- No reports received

The meeting was called to order at 6:05pm by Board Chair, Harold Odhiambo.

The Meeting Ground Rules (special considerations for online meetings) were presented by Board Chair, Harold Odhiambo.

Board attendance was taken by roll-call. Noted that quorum was met with 7 members in attendance.

Provider Relief Funds Acceptance and Budget Modification (VOTE REQUIRED) (See Document - CHC Presentation Summary)

Presented by Jeff Perry, Health Center Financial Officer

- Jeff Perry reported that the health center received \$7.5M in Provider Relief funds for loss revenue and want to add these funds to the current health center budget- the funds will not add any additional services or staff.
- Jeff Perry reported that the County would like a budget modification created for the \$7.5M and the provider relief funds to be added to the County Covid relief budget, which could add a budget surplus at the end of the year. The

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budget surplus could create a surplus of funds for the health center at the end of the fiscal year in which the county could pay themselves back for county general funds that were not spent.

Question: “Knowing the county policy on budget modifications and if the \$7.5M is added to the county Covid relief budget, could this mean that the funds get depleted if there is a surplus at the end of the fiscal year?”

Answer: This is likely true-if there's a surplus at the end of the year the county could take these funds and it depends on the amount of county general funds the health center receives.

Question: “Is the budget modification to ensure that the county received and approves the funds the health center has”?

Answer: “Yes. The budget modification allows the health center to add funds to the budget which adds more dollars to the health center expenses.”

Question: “If the health center leadership has identified a budget modification that the CHCB board is more comfortable with sharing with the County and if so, what would those funds look like?”

Answer: There is no clarity around what those funds would look like.

Question: “Can you explain the earnings that are modified at the end of the year and why the relief funds would go under earnings?”

Answer: The relief funds do not go under earnings, the funds modify the health center budget.

Question: “Is the \$7.5M the health center received loss revenue due to Covid?”

Answer: Yes

Comment: The County has access to the health center restricted funds and some CHCB members aren't comfortable with those funds being taken out of the health center budget.

No other questions were raised by CHCB members.

Motion by David to approve the addition of \$7.5M in Provider Relief Funds to the

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*Health Center budget.
Seconded by Nina
7 aye; 0 nay; 0 abstain
Motion carries*

*Motion by David to postpone the approval of the budget modification for \$7.5M
in Provider Relief Funds.
Seconded by Fabiola
7 aye; 0 nay; 0 abstain
Motion carries*

12 Financial Policies (VOTE REQUIRED)

Presented by Jeff Perry, Health Center Financial Officer

- Jeff Perry reported that HRSA representatives visited the health center November 2020 and made recommendations and deadlines for the health center to come into financial compliance. Jeff presented 12 policies that were created out of recommendations from the HRSA visit.
 1. **Health Center Surplus and Reserves-** To ensure compliance with requirements that any non-grant funds generated from Health Center Program project activities, in excess of what is necessary to support the HRSA-approved total Health Center Program project budget, are utilized to further the objectives of the project by benefiting the current or proposed patient population and are not utilized for purposes that are specifically prohibited by the Health Center Program.
 2. **Health Center Program Patient Accounts Management-** To provide guidance to ensure compliance with requirements for oversight of Health Center activities related to billing and collections.
 3. **Health Center Program Monitoring-** The purpose of this policy is to provide guidance for oversight of operations of all activities within the HRSA-approved scope of the Health Center project to ensure compliance with applicable Federal requirements and for monitoring project performance.
 4. **Health Center Patient Collections and Write-offs-** To provide guidance to ensure compliance with Health Center activities related to write-offs and patient fee collection.
 5. **Health Center Financial Performance and Reporting-** The purpose of this

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- policy is to provide guidance on using data and reporting to support meeting requirements for financial oversight.
6. **Health Center Financial Management and Reporting-** To provide guidance to ensure compliance for Health Center activities related to Financial Management and Reporting.
 7. **Health Center Financial Accounts Access-** To provide guidance to ensure compliance with Health Center Program requirements related to maintaining effective control over, and accountability for, all funds, property and other assets within the HRSA-approved scope of the Health Center Program project, and for the safeguarding of all assets to assure they are used solely for authorized purposes in accordance with the terms and conditions of the Health Center Program award/designation.
 8. **Health Center Financial Account Systems and Controls-** Provide guidance to ensure compliance with Health Center requirements related to financial management and controls.
 9. **Health Center Contracts Review and Compliance**
 - i. Define the review process of the Health Center Program (administered by the Health Department's Integrated Clinical Services (ICS) Division) subcontracts and subrecipient arrangements, and details additional standard terms and conditions necessary to ensure all such vendors comply with Health Center Program regulations.
 - ii. Ensure that the Health Center has written procedures that comply with Federal procurement, including a process for ensuring that all procurement costs directly attributable to the Federal award are allowable, consistent with Federal Cost Principles (45 CFR 75 Subpart E: Cost Principles).
 - iii. Ensure that the Health Center's contracts that support the HRSA-approved scope of project include provisions that address: the specific activities or services to be performed or good to be provided; mechanisms for the health center to monitor contract performance; and requirements applicable to Federal financial and programmatic reporting requirements, as well as provisions addressing record retention and access, audit and property management.
 10. **Health Center Budget Development and Approval-** The purpose of this policy is to assure that the Health Center develops a budget in alignment with the HRSA-approved scope of project and to assure that the Community Health Center Board is provided with regular information to fully inform and approve the budget process. And to clarify development

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and oversight of the budget related to the Health Center Program project. This policy defines the activities and obligations of the Community Health Center Board (CHCB) in assuring approval of the annual Health Center budget.

11. **Health Center Budget Compliance-** To ensure that health center expenditures are consistent with the HRSA-approved budget and with any additional applicable HRSA approvals that have been requested and received.
12. **Health Center Budget and Performance Monitoring-** To meet Health Center Program requirements that the Health Center produces data-based reports on: patient service utilization and patterns in the patient population; and the overall health center performance, as necessary to inform and support internal decision-making, budgeting, and oversight by the Health Center's Health Center Executive Director, Health Center Financial Officer and/or designee(s) and by the Community Health Center Board.

Question: Referring to the health center financial reporting performance policy, "does this represent a change from the current practice of reporting direction? Is it different or is it additional reporting?"

Answer: This policy summarizes that the health center will receive monthly statements from data based reports and service utilization in writing.

No other questions were raised by CHCB members.

**Motion by David to approve Health Center Surplus and Reserves Policy.
Seconded by Kerry
7 aye; 0 nay; 0 abstain
Motion carries**

**Motion by David to approve Health Center Program Patients Accounts Management Policy.
Seconded by Nina
7 aye; 0 nay; 0 abstain
Motion carries**

**Motion by Tamia to approve Health Center Program Monitoring Policy.
Seconded by Kerry
7 aye; 0 nay; 0 abstain**

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Motion carries

Motion by David to approve Health Center Patient Collections and write-offs policy.

Seconded by Nina

7 aye; 0 nay; 0 abstain

Motion carries

Motion by Nina to approve Health Center Financial Performance and Reporting policy.

Seconded by Kerry

7 aye; 0 nay; 0 abstain

Motion carries

Motion by Nina to approve Health Center Financial Accounts Access policy.

Seconded by Kerry

7 aye; 0 nay; 0 abstain

Motion carries

Motion by David to approve Health Center Financial Account Systems and Controls policy.

Seconded by Nina

7 aye; 0 nay; 0 abstain

Motion carries

Motion by David to approve Health Center Contracts and Review and Compliance policy.

Seconded by Tamia

7 aye; 0 nay; 0 abstain

Motion carries

Motion by Tamia to approve Health Center Budget Development and Approval policy.

Seconded by Kerry

7 aye; 0 nay; 0 abstain

Motion carries

Motion by Fabiola to approve Health Center Budget Compliance policy.

Seconded by David

7 aye; 0 nay; 0 abstain

Motion carries

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Motion by David to approve Health Center Budget and Performance Monitoring policy.

Seconded by Tamia

7 aye; 0 nay; 0 abstain

Motion carries

Incorporating the Board (VOTE REQUIRED)

(No documents received)

Presented By Tasha Wheatt-Delancy, Health Center Executive Director

- Tasha gave a quick update on the CHCB board meeting with consultants from an outside public entity on exploring the options and benefits of the community health center board incorporating- some benefits include fundraising for the health center and becoming a 501c-3. Board incorporation also allows the CHCB board to fund new programs based on the funding needs of the patient population.

No questions were raised by CHCB members.

Motion by David to approve Community Health Center Board Incorporation.

Seconded by Tamia

7 aye; 0 nay; 0 abstain

Motion carries

Adjourned 7:07pm

Signed: _____ Date: _____
Pedro Prieto Sandoval, Secretary

Community Health Center Board
Emergency Public Meeting Agenda

April 22, 2021

6:00 - 8:00 pm

Via Zoom

Phone Access: **+1 253 215 8782**

Meeting ID: **985 9793 5099**



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

Dave Aguayo (Treasurer); Fabiola Arreola (Vice-Chair); Tamia Deary (Member-at-Large); Iris Hodge; Kerry Hoeschen (Member-at-Large); Nina McPherson; Susana Mendoza; Harold Odhiambo (Chair); Pedro Sandoval Prieto (Secretary); Darrell Wade

Item	Process/Who	Time	Desired Outcome
<u>Call to Order/Welcome</u>	<ul style="list-style-type: none">Chair, Harold Odhiambo	6:00-6:05 (5 min)	Call to order Roll-Call for Quorum
<u>Provider Relief Funds Acceptance and Budget Modification</u> VOTE REQUIRED	<ul style="list-style-type: none">HC CFO, Jeff Perry	6:05-6:20 (15 min)	Council Discussion and Vote
<u>12 Financial Policies Part 1</u> VOTES REQUIRED	<ul style="list-style-type: none">HC CFO, Jeff Perry	6:20-7:00 (40 min)	Council discussion and vote

Break		7:00-7:10	
<u>12 Financial Policies</u> <u>Part 2</u> VOTES REQUIRED	<ul style="list-style-type: none"> • HC CFO, Jeff Perry 	7:10-7:30 (20 min)	Council discussion and votes
<u>Incorporating the</u> <u>Board</u> VOTE REQUIRED	<ul style="list-style-type: none"> • HC Executive Director, Tasha Wheatt-Delancy 	7:30-7:55 (25 min)	Council discussion and vote
Adjourn Meeting	<ul style="list-style-type: none"> • Chair, Harold Odhiambo 	8:00	Thank you and Have a good evening!!!

Presentation Summary

Provider Relief Funds - Acceptance

Inform Only	Annual/ Scheduled Process No	New Proposal Yes	Review & Input	Inform & Vote Yes
Date of Presentation: 4/22/2021		Program / Area: Finance		
Presenters: Jeff Perry				
<p>Project Title and Brief Description:</p> <p><i>Acceptance of budget modification to add \$7.5M Provider Relief Funds for loss revenue to the Health Center budget and move dollars into County COVID relief fund account 1515 from current Health Center Federal/State fund account 1505</i></p>				
<p>Describe the current situation:</p> <p><i>The Health Center requires Board approval for all budget modifications to Health Center financials</i></p>				
<p>Why is this project, process, system being implemented now?</p> <p><i>County Central Finance and Budget Office is requesting budget modification and move of funds to different fund accounts</i></p>				
<p>Briefly describe the history of the project so far (be sure to note any actions taken to address diverse client needs and cultures; to ensure fair representation in review and planning):</p> <p><i>Health Center was awarded \$7.5M in Provider Relief Funds for loss revenue due to COVID - 19. The County is now ready to apply these funds to the Health Center's Income Statement. The County Central Finance and Budget Office is requesting Health Center to perform a budget modification to add and move the funds to a specified fund account set up for COVID relief funding</i></p>				

Presentation Summary

List any limits or parameters for the Board's scope of influence and decision-making:

Approval of move of funds may limit Board's visibility to fund usage

Briefly describe the outcome of a "YES" vote by the Board (*be sure to also note any financial outcomes*):

Agreement to place a \$7.5M budget modification on Health Center Income Statement per the ask of the County. Doing so may limit the Board's ability to monitor Health Center funds because the method the County is using for this budget modification places these funds into control of the County General Fund (CGF). CGF is not under the control of the Community Health Center Board (CHCB), thus in the current structure the CHCB loses its ability to track Health Center fund movement.

Briefly describe the outcome of a "NO" vote or inaction by the Board (*be sure to also note any financial outcomes*):

Allows CHCB to request clarification from the County on the specific parameters that the funds can be utilized and monitored

Which specific stakeholders or representative groups have been involved so far?

County, Health Department and Health Center

Who are the area or subject matter experts for this project? (& *brief description of qualifications*):

Health Center Executive Director and Health Center CFO

What have been the recommendations so far?

How was this material, project, process, or system selected from all the possible options?

Presentation Summary



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Board Notes:

Presentation Summary

Provider Relief Funds - Bud Mod

Inform Only	Annual/ Scheduled Process No	New Proposal Yes	Review & Input	Inform & Vote Yes
Date of Presentation: 4/22/2021		Program / Area: Finance		
Presenters: Jeff Perry				
<p>Project Title and Brief Description:</p> <p><i>Acceptance of budget modification to add \$7.5M Provider Relief Funds for loss revenue to the Health Center budget and move dollars into County COVID relief fund account 1515 from current Health Center Federal/State fund account 1505</i></p>				
<p>Describe the current situation:</p> <p><i>The Health Center requires Board approval for all budget modifications to Health Center financials</i></p>				
<p>Why is this project, process, system being implemented now?</p> <p><i>County Central Finance and Budget Office is requesting budget modification and move of funds to different fund accounts</i></p>				
<p>Briefly describe the history of the project so far (be sure to note any actions taken to address diverse client needs and cultures; to ensure fair representation in review and planning):</p> <p><i>Health Center was awarded \$7.5M in Provider Relief Funds for loss revenue due to COVID - 19. The County is now ready to apply these funds to the Health Center's Income Statement. The County Central Finance and Budget Office is requesting Health Center to perform a budget modification to add and move the funds to a specified fund account set up for COVID relief funding</i></p>				
<p>List any limits or parameters for the Board's scope of influence and decision-making:</p>				

Presentation Summary

Approval of move of funds may limit Board's visibility to fund usage

Briefly describe the outcome of a "YES" vote by the Board (*be sure to also note any financial outcomes*):

Agreement to place a \$7.5M budget modification on Health Center Income Statement per the ask of the County. However, in its current states, doing so may limit the Board's ability to monitor the Health Center's restricted funds. The method the County is using for this budget modification places control of these funds under the County General Fund(CGF). CGF is not under the control of the Community Health Center Board (CHCB), thus in the current structure the CHCB loses its ability to track Health Center fund movement.

Briefly describe the outcome of a "NO" vote or inaction by the Board (*be sure to also note any financial outcomes*):

Allows CHCB to request clarification from the County on the specific parameters that restricted funds will only be utilized for the Health Center and properly monitored by the Health Center and with the oversight of Community Health Center Board. Allows the CHCB to ask for a process from the County that will ensure restricted Health Center funds stay in the Health Center.

Which specific stakeholders or representative groups have been involved so far?

County, Health Department and Health Center

Who are the area or subject matter experts for this project? (& *brief description of qualifications*):

Health Center Executive Director and Health Center CFO

What have been the recommendations so far?

How was this material, project, process, or system selected from all the possible options?

Presentation Summary



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Board Notes:

Title:	Health Center Budget and Performance Monitoring		
Policy #:			
Section:		Chapter:	
Approval Date:	April, 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To meet Health Center Program requirements that the Health Center produces data-based reports on: patient service utilization and patterns in the patient population; and the overall health center performance, as necessary to inform and support internal decision-making, budgeting, and oversight by the Health Center's Health Center Executive Director, Health Center Financial Officer and/or designee(s) and by the Community Health Center Board.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center obtains from Business Intelligence (BI), Finance and Business Management (FBM) or other appropriate sources data-based reports on: patient service utilization and patterns in the patient population; and the overall health center performance, as necessary to inform and support internal decision-making and oversight by the health center's key management staff and by the governing board.

Health Center Executive Director (or designee) and Community Health Center Board have access to data required to monitor the fiscal, operational, and clinical performance of the health center program. To assure strong oversight and appropriate budget monitoring of the Health Center Program, the Health Center Financial Officer or designee receives from BI, FBM, Central

Finance or other appropriate sources monthly statements of budget vs actual costs of the health center program, detailed as needed to support performance monitoring. Upon request, the Health Center Financial Officer is granted access to budget systems and all accounts of the Health Center Program costs and revenues.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 18: Program Monitoring and Data Reporting Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Budget Compliance		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To ensure that health center expenditures are consistent with the HRSA-approved budget and with any additional applicable HRSA approvals that have been requested and received.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center Financial Director reviews all expenditures to ensure that they are consistent with the HRSA-approved total budget and with any additional applicable HRSA approvals that have been requested and received. Health Center Executive Director and Health Center Finance Officer must pre-approve all expenditures to ensure they are in alignment with HRSA approved budget

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B - Subrecipient vs. Contractor Analysis Worksheet	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Budget Development and Approval		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

The purpose of this policy is to assure that the Health Center develops a budget in alignment with the HRSA-approved scope of project and to assure that the Community Health Center Board is provided with regular information to fully inform and approve the budget process. And to clarify development and oversight of the budget related to the Health Center Program project

This policy defines the activities and obligations of the Community Health Center Board (CHCB) in assuring approval of the annual Health Center budget.

CHCB's minutes and other relevant documents confirm that the Board exercises, without restriction its authorities and functions that include: approving the annual budget, which outlines the proposed uses of both Health Center Program award and non-Federal resources and revenue.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

BUDGET DEVELOPMENT:

- a) The Health Center develops an annual budget that reflects projected costs necessary to carry out the Health Center's HRSA-approved scope of project.
- b) Health Center Financial Officer or designee oversees budget development for all activities under the Health Center.
- c) The annual budget includes:
 - a. The Health Center Program award;
 - b. All other projected revenues sources that will support the Health Center Program project, including fees, premiums, and third party reimbursements and payments that are generated from the delivery of services;
 - c. Incentive payments under value-based payment contracts;
 - d. Revenues from state, local, and other Federal grants; private support and income generated from contributions;
 - e. County general fund appropriations; and
 - f. Other funding expected to be received for purposes of supporting the Health Center program project.
- d) Health Center budget includes project costs needed to conduct all activities under the Health Center scope of services, including allocations from the Health Department and County. The Health Center's annual budget identifies the portion of projected costs to be supported by the Health Center Program award. The health center's annual budget will ensure that proposed costs supported by the Federal award are consistent with the Federal Cost Principles (45 CFR Part 75 Subpart E: Cost Principles) and the terms and conditions of the award.
- e) Health Center's annual budget does not include activities that are not part of the HRSA-approved scope of project.
- f) Health Center Financial Officer receives detailed accounting of County and Health Department costs that are allocated to the Health Center. The indirect cost allocation is in sufficient detail for the Health Center Financial Officer to fully understand what costs are allocated to the Health Center and the basis for allocation, and is traceable to the County's approved indirect cost allocation plan.
- g) Health Center Financial Officer is notified within 7 days of increases in indirect cost allocations occurring during the fiscal year or HRSA budget year that are greater than 10% and the basis for such changes.
- h) Health Center Financial Officer is provided with direct cost allocations for staff, supplies, etc. from other departments that are charged to the health center program and other programs that are included in scope of services. Information provided is in sufficient detail for the Health Center Financial Officer to fully understand the costs supported by the health center program, including but not limited to staff names, position, location, FTE allocated to the health center program, etc.

BUDGET APPROVAL

The Community Health Center Board (CHCB) reviews and approves the annual budget for the Health Center activities. The CHCB reviews and approves any budget modifications. The total operating budget includes all revenues that support the Health Center, all costs to operate the program, and the appropriation from the County General Fund.

The Community Health Center Board reviews monthly budget data and may request additional information related to the costs and revenues of the Health Center program to assure that the budget is executed as approved.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 17: Budget .

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center's Contracts Review and Compliance		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	All Programs and Services in the Community Health Center Program (ICS)		

PURPOSE

This policy serves to:

- 1) Define the review process of the Health Center Program (administered by the Health Department's Integrated Clinical Services (ICS) Division) subcontracts and subrecipient arrangements, and details additional standard terms and conditions necessary to ensure all such vendors comply with Health Center Program regulations.
- 2) Ensure that the Health Center has written procedures that comply with Federal procurement, including a process for ensuring that all procurement costs directly attributable to the Federal award are allowable, consistent with Federal Cost Principles (45 CFR 75 Subpart E: Cost Principles).
- 3) Ensure that the Health Center's contracts that support the HRSA-approved scope of project include provisions that address: the specific activities or services to be performed or good to be provided; mechanisms for the health center to monitor contract performance; and requirements applicable to Federal financial and programmatic reporting requirements, as well as provisions addressing record retention and access, audit and property management.

DEFINITIONS

Term	Definition
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Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the Health Center is encompassed in Integrated Clinical Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

It is the policy of the Health Center to assure that all external entities providing the Health Center with in-scope services and/or paid in part or in whole using Health Center Program funds comply with all relevant regulations of the HRSA Health Center Program.

Contracts are reviewed and approved by the Health Center Executive Director for HRSA compliance including scope of services to be performed or goods to be provided, mechanisms for monitoring contract compliance, and reporting/record retention requirements.

All contracts to provide in-scope services, and/or be paid for in part or in full using Health Center Funds shall be written in alignment with HRSA Chapter 12 requirements for Contracts and Subawards. All contracts for in-scope services or paid for using health center funds must be approved by the Community Health Center Executive Director. This includes:

- 1) Agreements related to Health Center activities will be reviewed to determine whether an individual agreement that will result in disbursement of Federal funds will be carried out through a contract or subaward and structure the agreement accordingly.
Review will be conducted in accordance with written guidelines for contract review to determine if a contract qualifies as a subrecipient and will draft contract amendment for those deemed to be subrecipients.
- 2) The Community Health Center Board will determine the scope and availability of services to be provided within the Health Center Program project, including decisions to subaward or contract for a substantial portion of the services.
- 3) The Health Center will request and receive documented approval from HRSA to contract for substantive programmatic work under its Health Center Program award.
- 4) The health center's subaward(s) will include provisions that address:
 - a) Specific portion of the HRSA-approved scope of project to be performed by the subrecipient;
 - b) Applicability of all Health Center Program requirements to the subrecipient;
 - c) Applicability of the subrecipient of any distinct statutory, regulatory, and policy requirements of other Federal programs associated with the HRSA-approved scope of project;

- d) Mechanisms for the health center to monitor subrecipient compliance and performance;
- e) Requirements for the subrecipient to provide data necessary to meet the health center's applicable Federal financial and programmatic reporting requirements, as well as addressing record retention and access, audit, and property management; and
- f) Requirements that all costs paid for by the Federal subaward are allowable consistent with Federal Cost Principles.

In addition, all contracts to provide in-scope services, and/or be paid for in part or in full using Health Center Funds must include the following additional terms:

Health Center Additional Terms and Conditions

In addition to the Standard Terms and Conditions of this Contract, Contractors are required to adhere to the following additional or expanded terms and conditions as applicable:

a. General Requirements

- 1. Contract Services must be available to clients residing in any part of Multnomah County.
- 2. CONTRACTOR must submit a copy of any subcontract with another agency which has been hired to provide services to meet part or all of the obligations of this contract. The document must be submitted to County within thirty (30) days of execution of the subcontract.
- 3. County will allocate funds for the identified services to CONTRACTOR, as the administrative agent responsible for service delivery.
 - a. County and CONTRACTOR agree that this Contract is subject to the availability of federal funds.
 - b. According to federal grant requirements, unspent funds at the end of the grant year will be considered unobligated and may not be available for future expenditure.
- 4. CONTRACTOR shall screen clients for access to a primary medical care provider and to health insurance. Where indicated, CONTRACTOR shall link clients with an appropriate service provider or system to facilitate access to medical care.

b. Sliding Fee Discount

Contractor shall provide services described in this contract in accordance with PIN 2014-02 from the Health Resources and Services Administration (HRSA). This includes establishing a schedule of fees and a corresponding schedule of discounts for eligible patients that is adjusted based on the patient's ability to pay.

The discounts must include the following elements:

1. Applicability to all individuals and families with annual incomes at or below 200 percent of the Federal Poverty Guidelines (FPG);
2. Full discount for individuals and families with annual incomes at or below 100 percent of the FPG, or allowance for nominal charge only;
3. Adjustment of fees (partial sliding fee discount) based on family size and income for individuals and families with incomes above 100 percent and up to 200 percent of the FPG; and
4. No sliding fee discount for individuals and families with annual incomes above 200 percent of the FPG.

The contractor must ensure that for services described in this contract, no patient is denied services due to inability to pay.

Contractor must inform patients of the availability of the sliding fee discount for services described in this contract. Information should be available in the language and literacy level appropriate for the patient. Contractor shall have an operating procedure for and record of assessing patients' income and family size to determine eligibility for the sliding fee discount for services described in this contract. Eligibility for discounts must be based only on income and family size.

Contractor shall submit within 30 days of award of this contract a schedule of fees and a schedule of fee discounts that meet the above requirements.

c. Non-Discrimination and Cultural Competence.

Contractor agrees to maintain and update annually a written Cultural Competency Plan. This plan must contain measurable objectives, timelines, and persons responsible for all elements. The plan will outline policies and activities that promote culturally competent services and must address, at a minimum, the following topics:

1. Non-discrimination in Service Delivery

2. Accessibility to Services
- 3 Training
4. Culturally Specific Programs and Services
5. Community Outreach
6. Plan Evaluation

The contractor agrees to comply with applicable Federal and State civil rights laws, including Title VI of the Civil Rights Act of 1964, and does not discriminate, exclude, or treat differently on the basis of race, color, national origin, age, disability, gender identity, sex, sexual orientation, or religion. Contractor agrees to:

1. Provide free aids and services to people with disabilities to communicate effectively (such as qualified sign language interpreters and written information in other formats such as large print, audio, or electronic formats)
2. Provide free language services to people whose primary language is not English (such as qualified interpreters or information written in other languages)

d. Staffing and Credentialing

Contractor shall be responsible for ensuring sufficient staffing and qualifications of staff for the services provided under this contract. Contractor must ensure that for the services described in this contract, the Contractor's staffing and credentialing policies comply with the standards set by HRSA for Federally Qualified Health Centers:

1. Contractor's staffing plan ensures that clinical and related support staff are in place to carry out the defined services within this contract;
2. The Contractor has operating procedures for the initial and recurring verification of credentials for all clinical staff members who provide services defined within this contract. When applicable, the credentialing procedures include primary source verification of:
 - a. Current licensure, registration, or certification;
 - b. Education and training for initial credentialing, including primary source verification for independent practitioners when indicated;
 - c. Completion of a query through the National Practitioner Databank (NPDB);
 - d. Clinical staff member's identity for initial credentialing using a government issued picture identification;
 - e. Drug Enforcement Administration Registration (if applicable); and
 - f. Current documentation of basic life support skills
3. The Contractor has operating procedures for the initial granting and renewal of privileges for clinical staff to carry out the defined services within this contract, including:
 - a. Verification of health and fitness, including physical and mental health status, immunization, and communicable disease status, and any impairments that may interfere with safe and effective provision of care permitted under the requested clinical privileges;

- b. Verification of current clinical competence via reference reviews, training, and methods for renewal of privileges; and
 - c. Criteria and processes for modifying or removing privileges based on the outcome of the clinical competence assessments.
4. The Contractor maintains files and documentation for clinical staff that contain documentation of licensure, credentialing verification, and recording of privileges, consistent with operating procedures. Contractor shall provide these files and documents to the County upon request.

e. Patient Plan of Care and Hospital Admitting Privileges

For care services described in this contract, which are delivered in a non-Multnomah County Health Center setting, Contractor assumes responsibility for ensuring admitting privileges for staff.

Contractor agrees to provide documentation and notification to The County when a patient is provided with care services described in this contract delivered in a non-Multnomah County health center setting (such as a hospital, in-patient, out-patient, or emergency, setting), including:

1. Services provided;
2. Discharge follow-up and patient plan-of-care instructions; and
3. Evidence of follow-up actions taken by Contractor staff based upon information received, when appropriate.

f. Unallowable Projects/Activities

The following projects and activities are NOT allowable under this Agreement, if funded by federal sources:

1. epidemiological projects,
2. research studies,
3. capital projects (excluding supplies and equipment totaling less than \$5,000)
4. purchasing or improving land, or the purchasing, constructing or permanent improvement of any building or facility, cash payments to service recipients,
5. non-targeted marketing promotions, advertising about services that target the general public or broad-scope awareness activities that have services that target the general public,
6. entertainment costs, including the cost of amusements, solely social activities and related incidental costs,
7. foreign travel,
8. fundraising expenses, and
9. lobbying expenses.

g. Early Termination.

1. Notwithstanding paragraph 5.c. in Standard Terms and Conditions, County may terminate this Contract immediately by written notice to Contractor if any of the following occur:

- a. Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - b. Contractor's financial instability jeopardizes levels or quality of services required by this Contract.
 - c. Contractor improperly or illegally uses funds provided under this Contract.
 - d. Contractor is suspended, debarred, proposed for disbarment, declared ineligible, or voluntarily excluded from participating in agreement or contract with any federal agency.
 - e. County fails to obtain funding from federal, state, or other sources of funding is withdrawn, reduced, or limited.
2. Contractor in its sole discretion may terminate this Contract for any reason on 90 days written notice to the County.
3. Notwithstanding the termination of this contract, for any reason, Contractor shall continue, at County's election under the terms of this Contract to provide covered services and shall be reimbursed in accordance with the terms of this Contract, with respect to any Consumers admitted prior to date of termination, until such consumers can safely be transferred or discharged.

h. Resolution of Audit Findings.

Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations. If audit resolution guidance is not referenced for the scope of service or if guidance cannot be found in the statutes, then County shall allow Contractor to negotiate a timeline appropriate to the findings.

i. Partial Termination.

During the term of this Contract, in addition to its right to terminate the Contract under paragraph 5 of the Standard Terms and Conditions, County shall, in its sole discretion and upon thirty (30) days written notice, have the option to terminate any of the services described in any Contract Exhibit 1, Section A. "Statement of Work". If County terminates one or more but not all of the services described in any Contract Exhibit 1, the Contract shall continue in full force and effect as to any remaining services. If County terminates a service under this paragraph, County shall be liable only to pay for terminated services that are rendered before the effective date of termination.

j. **Mandatory Reporting of Abuse and or Neglect.**

Contractor shall comply with child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768) and elder abuse reporting laws (ORS 124.050 – 124.095) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

k. **Cost Shifting.**

Contractor shall not transfer Contract funds from one service category to another without a Contract amendment or written County approval.

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

1. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administration Requirements, Oregon Administrative Rules, County financial procedures as contained in the Countywide Contractor's Fiscal Policies & Procedures Manual located at: <http://web.multco.us/finance/fiscal-compliance>, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.

2. Contractor represents that prices and costs established for each service under this Contract are reasonable and equitable. County shall have the right, at reasonable times during this Contract, to conduct site visits and reviews of all Contractor's books, documents, papers, and records necessary to establish that such charges to County are reasonable in relation to costs incurred by Contractor in providing such services under this Contract. Contractor further agrees to provide access to all books, documents, papers, and records of Contractor which are pertinent to this Contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and County personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the Contractor. If a Contract cost is disallowed after reimbursement has occurred, the Contractor shall make prompt repayment of such cost.
3. Contractor shall be subject to a County administrative review to monitor compliance with the County's administrative qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by Contractor or deficiencies in results of a prior review.
4. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be conducted periodically, as described in the Countywide Contractor's Fiscal Policies & Procedures Manual. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
5. Contractor shall be subject to Audit Requirements pursuant to the Countywide Contractor's Fiscal Policies & Procedures Manual ("Manual"). Audits must meet the criteria outlined in the Manual.
6. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
7. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, shall meet the audit requirements of OMB 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

8. Limited Scope and Full Audits, including the Management Letter associated with the audit if issued, and all specifications identified in the Manual shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than eight (9) months after the end of the Contractor 's fiscal year. If Contractor 's fiscal year ends during the term of this Contract, the audit may cover the Contractor 's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.
- m. **Grievances.** Contractor must establish a system of written procedures through which a client or family member may present grievances about the operation of Contractor 's services. Contractor shall provide these written procedures to the County upon request and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures and any applicable grievance forms in areas frequented by clients. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.
- n. **Monitoring and Enforcement.** Contractor shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of County, State, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this Contract, when requested to do so by County for purpose of Contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, Contractor shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.
- o. **Operating Hours.** Contractor shall notify County in writing, 90 days in advance of any change in operating hours, temporary (three (3) months or less) closure of admissions to any service funded through this Contract, or temporary closure for any reason other than Contractor's standard holidays. Contractor shall immediately notify County in the case of unanticipated closures. Notification shall be made to:
- Community Health Center Program Executive Director, Integrated Clinical Services
- Multnomah County Health Department
- 619 NW 6th Ave
- Portland, Oregon
- p. **Program Reporting Requirements.** Contractor shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by County. Contractor grants the County the right to

reproduce, use, and disclose all or part of these plans, reports, data, and technical information. For contracted services covered by the Uniform Data System (UDS) requirements or including UDS countable visits:

1. CONTRACTOR shall provide the County with unduplicated client level data in the format specified by the COUNTY. Aggregated client information will be included in the COUNTY's annual UDS report submitted to the Bureau of Primary Health Care.
 2. CONTRACTOR shall submit a quarterly narrative report of services provided. CONTRACTOR shall submit this report to the County by June 10, September 9, January 6, and March 10, for services provided during the previous quarter. All reports shall be submitted in the format provided by the County.
 3. CONTRACTOR shall meet all the data collection requirements for the federally required Uniform Data System report for the period January 1 through December 31. CONTRACTOR shall submit UDS data to the COUNTY by January 13 for the previous calendar year.
 4. The CONTRACTOR will regularly assess data completeness and CONTRACTOR shall take action to improve quality of reporting and ensure data completeness.
 5. CONTRACTOR shall have a documented continuous quality improvement system to assess the quality of care provided and to ensure that deficiencies are identified and addressed. CONTRACTOR shall submit a quality management plan within 90 days of award of contract.
 6. CONTRACTOR shall assist with all other County and Federal program evaluation, quality assurance, quality improvement, service utilization and financial reporting initiatives. These may include, but are not limited to client satisfaction surveys, peer provider surveys, focus groups and site visits from County staff.
 7. Clinical Quality Outcomes
 - a. Clinical quality outcomes are established by the COUNTY. Measures are based on the Uniform Data System (UDS) and measures identified in the grant proposal.
 - b. If outcomes thresholds are not met, the CONTRACTOR must establish a performance improvement plan to improve the outcome and carry out quality improvement activities.
8. Contractor shall use the service definitions and the standardized forms provided by the County for recording and reporting purposes.

Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the County. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.

9. All final program reports shall be submitted to the County by the thirtieth (30th) calendar day following the end of the effective period for that program.

- q. **Record Retention.** In addition to Section 8 of the Standard Terms and Conditions of this Contract, access to records, all books, documents, papers, or other records, including but not limited to client records,

income documentation, statistical records, and supporting documents pertinent to this Contract shall be retained for three (3) years from the date of expiration or termination of Contract, unless otherwise specified in Attachment C. Program General Conditions or as follows:

1. If any audit questions remain unresolved at the end of this three (3) year period, all records shall be retained until resolution.
 2. Records involving matters in litigation shall be kept no less than one (1) year after resolution of all litigation, including appeals.
 3. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
 4. Records for any displaced person shall be retained for three (3) years after such person has received final payment.
 5. Records pertaining to each real property acquisition shall be retained for three (3) years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph "d" above, whichever is later.
 6. Records required to be maintained for periods longer than three (3) years as required by statutes, regulations, State or federal codes.
- r. **Transition of Services.** In the event that a Request for Proposal conducted during the fiscal year results in the award of the Contract to a different provider or County terminates or decides not to renew the Contract for any reason, Contractor agrees to make every reasonable effort to assure a smooth transition. Contractor shall take steps to assure that necessary copies of the original case files are transferred to the new Contractor, pursuant to federal/state regulations on confidentiality.
- s. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor will report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the County not later than one (1) working day after the date the alleged activity comes to Contractor's attention. The report will describe the incidents and action being taken to resolve the problem. The report will be sent to:



Community Health Center Program Executive Director, Integrated Clinical Services

Multnomah County Health Department

619 NW 6th Ave

Portland, Oregon

In cases of suspected fraud and embezzlement involving County's funds and resources, Contractor will be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor will seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor. County will review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor will adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this Contract and will be dealt with according to provisions in the Standard Terms and Conditions, Section 5.c.

REFERENCES AND STANDARDS

HRSA Bureau of Primary Health Care Health Center Program Compliance Manual, last updated August 20, 2018.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A – HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B – Subrecipient vs. Contractor Analysis Worksheet	

POLICY REVIEW INFORMATION

Point of Contact:	Tasha Wheatt-Delancy
Supersedes:	

Title:	Health Center Financial Accounting Systems and Controls		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

Provide guidance to ensure compliance with Health Center requirements related to financial management and controls.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the Health Center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

The Health Center has and utilizes a financial management and internal control system that reflects Government Accounting Standards Board (GASB) principles for public health agency health centers and ensures at a minimum:

1. Health Center expenditures are consistent with the HRSA-approved total budget and with any additional applicable HRSA approvals that have been requested and received;
2. Effective control over, and accountability for, all funds, property, and other assets associated with the Health Center Program project;
3. The safeguarding of all assets to assure they are used solely for authorized purposes in accordance with the terms and conditions of the Health Center Program award/designation; and

4. The capacity to track the financial performance of the Health Center, including identification of trends or conditions that may warrant action by the organization to maintain financial sustainability.

Health Center Executive Director, Health Center Financial Officer and/or designee(s) has access to any and all journal entries that impact health center program revenue centers, cost centers, funds, or subfunds. The journal entries are reviewed by the Health Center Financial Officer (and/or designee), Health Center Operating Officer and approved by the Executive Director and submitted to the Health Center Board of Directors for approval when such journal entries affect a transfer of resources.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Financial Accounts Access		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To provide guidance to ensure compliance with Health Center Program requirements related to maintaining effective control over, and accountability for, all funds, property and other assets within the HRSA-approved scope of the Health Center Program project, and for the safeguarding of all assets to assure they are used solely for authorized purposes in accordance with the terms and conditions of the Health Center Program award/designation.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center Executive Director , Health Center Financial Officer or designee will receive from the County/Health Department a list of all revenue centers, costs centers, funds, subfunds, and other balance sheet accounts that are used to account for Health Center Program Project activities. The Health Center Financial Officer will have full access to these accounts and to all related transactions, including allocation of County and Health Department indirect costs, month-end and year-end close adjustments, and audit adjustments.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Financial Management and Reporting		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To provide guidance to ensure compliance for Health Center activities related to Financial Management and Reporting,

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center Executive Director, Health Center Financial Officer and/or designee(s) has full access to the health center financial information including revenues and expenses, cash receipts and expenditures, accruals, amortization and depreciations, which allows preparation for a full set of financial statements including: trial balance, statement of revenues and expenses, modified balance sheet (non-accrual), balance sheet (full accrual), statement of changes in cash position, and statements of changes in fund balance.

In collaboration with the Executive Director, the Health Center Financial Officer (or designee(s)) develops and provides to the Community Health Center Board/Finance Committee a financial reporting package that includes but not limited to: operating revenues and expenses, cash on hand, patient encounters, 3rd next available appointment or other access measure, collection percentage, performance on value based contracts, and capital expenditures. The report will include actual vs. budget or target and trends. The Community Health Center Board or the

Finance Committee may request additional information about financial performance or financial data.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems; Chapter 19: Board Authority; and Chapter 18: Program Monitoring and Data Reporting Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Financial Performance Reporting		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

The purpose of this policy is to provide guidance on using data and reporting to support meeting requirements for financial oversight..

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center Financial Officer receives from ICS Business Intelligence (ICS BI), Finance and Business Management (FBM) or other appropriate source the following reports:

- Monthly reports of cash receipts related to health center program activities, including grant receipts, payments from third party payors, payments from patients, etc. The report includes the fund and revenue center to which the cash is being credited.
- Monthly reports of cash payments related to health center program activities.
- Monthly cash position report for the health center program.
- Monthly patient accounts receivable reconciliation report to include charges, contractual adjustments/sliding fee discounts, cash receipts, and ending balances.
- Weekly report of patient encounters detailed by site, by service line, or other categories required by the health center program to evaluate patient access, operational efficiency, and productivity.

- f) Daily or no less than weekly report of patients seen detailed by site, by service line, or other categories required by the health center program to evaluate patient access and provider patient load.
- g) Report of attributed members under alternative payment arrangements with contracted insurance partners, including Coordinated Care Organizations. Report provided monthly or as provided by insurance partners, and delivered within 5 days of receipt.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter Program Monitoring and Data Reporting Systems.

PROCEDURES AND STANDING ORDERS

TBD

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B - Subrecipient vs. Contractor Analysis Worksheet	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Patient Collections and Write-offs		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To provide guidance to ensure compliance with Health Center activities related to write-offs and patient fee collection.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

- Health Center Financial Officer or designee and Health Center Director receive periodic reports, but not less than quarterly, patient accounts that are being recommended for write-off as uncollectible.
- The Health Center Director or designee approves recommended patient accounts for write-offs and the associated dollar amount.
- The Health Center is responsible for and must approve communications to Health Center patients related to billing and collections. This includes communication about insurance coverage.
- Health Center utilizes Community Health Center Board-approved policies, as well as operating procedures, that include the specific circumstances when the health center will waive or reduce fees or payments required by the center due to any patient's ability to pay.

- e) The Health Center has and applies policies and procedures ensuring that no patient is denied service based on inability to pay.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 16: Billing and Collections.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Tasha Wheatt-Delancy
Supersedes:	

Title:	Health Center Program Monitoring		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

The purpose of this policy is to provide guidance for oversight of operations of all activities within the HRSA-approved scope of the Health Center project to ensure compliance with applicable Federal requirements and for monitoring project performance.

The Health Center has a system in place for overseeing the operations of the Federal-award supported activities to ensure compliance with applicable Federal requirements and for monitoring program performance.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

SCOPE OF SERVICES AND STAFF ALLOCATION:

It is the policy of the Health Center to assure that staff time and resources are aligned and implemented within the scope of the Health Center project. Staff and project resources that are supported by Health Center revenues, (which includes Medicaid, Medicare, State incentive payments, pharmacy revenue, directly allocated County General Funds, and State wrap around funds) must provide the equivalent amount of time on in-scope activities.

The Health Center Executive Director is responsible for overseeing key management staff and has the ability to hire and supervise staff that perform key functions for the health center.

The Health Center leadership evaluates shared forecasted staff time every three months to assure that it continues to align with in-scope services and the budgeted resources. The evaluation may include:

- Time studies on hourly activities
- Review of specific tasks, service requests, or project hours
- Upcoming project or program obligations, such as capital, technology, or quality requirements

In addition, the Health Center leadership reviews annual projected support for out-of-scope Electronic Health Records, HIPAA, Record Requests and Credentialing resources so that non Health Center programs may proactively allocate resources to these activities.

Staffing requests for Health Center staff to support out-of-scope activities must be approved by the Health Center Executive Director with confirmed and re-allocated revenue, which is not a part of the Health Center project. Requests for support of less than 40 hours in a year may be approved and implemented using specific non-Health Center cost center accounts to assure separate funds. The allocations for staff by staffing role/program area including Electronic Health Records, HIPAA and Records Management, Credentialing, Quality Support, and other relevant Health Center areas to the Health Center, Corrections Health Program, Public Health Program and other out-of-scope programs/activities will be provided in a chart for each fiscal year and monitoring routinely throughout the fiscal year.

CHANGES IN HEALTH CENTER SUPPORT:

- a) The County/Health Department notifies and seeks approval from the Health Center Executive Director and Financial Officer of any changes to staff support, facilities or other changes that would result in a change in services provided through the health center program and the associated costs. The County/Health Department works with the Health Center Executive Director and Financial Officer to develop a plan to mitigate the impact on the Health Center's ability to provide HRSA-required health care and related services. Any resulting changes to the budget or hours of operation would require Health Center Board approval.

- b) The County/Health Department will prepare a detailed itemized report summarizing internal and indirect services costs, including FTE, formulary for these costs etc. in alignment with HRSA requirements (It is not allowable for the Health Center to pay direct and indirect costs for the same service)
- c) Health Center Executive Director will have oversight and will determine direct or shared supervision over all health center program positions that are included in the Health Center project budget.
- d) Staff whose time is charged 100% to the Health Center project will be supervised by appropriate Health Center leadership and will support only services in the HRSA-approved scope of services.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 18: Program Monitoring and Data Systems.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B - Baseline Staff Support Allocations	

POLICY REVIEW INFORMATION

Point of Contact:	Tasha Wheatt-Delany
Supersedes:	

Title:	Health Center Program Patient Accounts Management		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To provide guidance to ensure compliance with requirements for oversight of Health Center activities related to billing and collections.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Health Center has billing records that show claims are submitted in a timely and accurate manner to the third party payor sources with which it participates (Medicaid, CHIP, Medicare, and other public and private insurance) in order to collect reimbursement for its costs in providing health services consistent with the terms of such contracts and other arrangements.

Health Center Financial Officer or designee receives from ICS Business Intelligence (ICS BI), Finance and Business Management (FBM) or other appropriate source a monthly report of aged patient accounts receivable balance by major payor / payor type. Reports are provided on a monthly basis within 30 days of the month end close. The report will include but not be limited to

the following by payor; gross charges, contractual adjustments and sliding fee discounts, receipts, and ending balance, plus average days of net revenues in receivables.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems; Chapter 16: Billing and Collections

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B -	

POLICY REVIEW INFORMATION

Point of Contact:	Jeff Perry
Supersedes:	

Title:	Health Center Surplus and Reserves		
Policy #:			
Section:		Chapter:	
Approval Date:	April 22, 2021	Approved by:	/s/Tasha Wheatt-Delancy /s/Harold Odhiambo
Related Procedure(s):			
Related Standing Order(s):			
Applies to:	Integrated Clinical Services (ICS)		

PURPOSE

To ensure compliance with requirements that any non-grant funds generated from Health Center Program project activities, in excess of what is necessary to support the HRSA-approved total Health Center Program project budget, are utilized to further the objectives of the project by benefiting the current or proposed patient population and are not utilized for purposes that are specifically prohibited by the Health Center Program.

DEFINITIONS

Term	Definition
Health Center	All activities related to the HRSA-funded Health Center Program. For Multnomah County, the health center is encompassed in Integrated Care Services (ICS).
HRSA	Health Resources and Services Administration; federal agency in charge of the Health Center Program.

POLICY STATEMENT

Surpluses generated from Health Center activities are retained in a fund under the direct control of the Health Center and thereby under the scope and oversight of the Community Health Center Board (CHCB).

CHCB receives from the Health Center Financial Director monthly reports and financial information which contribute to the forecasting of a budget surplus or deficit.

CHCB provides approval as to the use of any surplus of revenue generated under the Health Center Program and related activities. The CHCB elects to carry any surplus funds over to a future budget cycle or utilize the surpluses to further the purpose of the health center program or

benefit the patient population. Surpluses will not be used for activities prohibited by the HRSA Health Center Program.

REFERENCES AND STANDARDS

HRSA BPHC Health Center Program Compliance Manual, Chapter 15: Financial Management and Accounting Systems; Chapter 19: Board Authority.

PROCEDURES AND STANDING ORDERS

RELATED DOCUMENTS

Name	
Attachment A - HRSA BPHC Health Center Program Compliance Manual, last updated August 2018.	
Attachment B - Subrecipient vs. Contractor Analysis Worksheet	

POLICY REVIEW INFORMATION

Point of Contact:	Tasha Wheatt-Delancy
Supersedes:	