To request translation or disability-related accommodations, please contact us at **SS-ADArequest@clackamas.us**| **503-655-8640**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **SS-ADArequest@clackamas.us** | **503-655-8640**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **SS-ADArequest@clackamas.us** | **503-655-8640**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **SS-ADArequest@clackamas.us** | **503-655-8640**.

如需翻译服务或残障相关的协助，请与我们联系：**SS-ADArequest@clackamas.us** | **503-655-8640**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **SS-ADArequest@clackamas.us** | **503-655-8640.**

Clackamas County

www.clackamas.us

Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

September 17, 2026 BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #3 to an Intergovernmental Agreement with Multnomah County for the provision of services to Clackamas County veterans. Amendment value is $491,513.39 for a new total Agreement value of $858,458.12 for five years. Funding is through the U.S. Department of Veterans Affairs.
No County General Funds are involved.

Previous Board Action/Review:
Original Agreement June 2, 2022, Agenda Item 20220602 III.D.12
Amendment #01 April 11, 2024, Agenda Item 20240411 II.D.1
Amendment #02 August 13, 2025, signed by Department
Performance Clackamas: Safe, Secure and Livable Communities
Counsel Review: Yes, Andrew Naylor **Procurement Review:** N/A
Contact Person: Tracy Garell **Contact Phone:** 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services Department request approval of an Amendment to an Intergovernmental Agreement with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Veterans Directed Care (VDC) services to eligible Veterans who reside in Clackamas County. Clackamas County Social Services, as part of the State's Aging & Disability Resource Connection (ADRC) network, is participating with Multnomah County to coordinate program delivery for VDC services. The goal of the VDC program is to provide case management supports to veterans who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/ Home Health Aid Program, and are interested in self-directed care.

Amendment #03 adds an additional year of service to the agreement. No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment #03 (10680) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT AMENDMENT
Contract Number: DCHS-IGA-E-13872-2022
Amendment Number: 3

This Amendment No. 3 ("Amendment") to DCHS-IGA-E-13872-2022 ("Contract") is between MULTNOMAH COUNTY ("County") and CLACKAMAS COUNTY OF ("Agency"), each of whom is a "Party" and collectively they are the "Parties". Except as otherwise noted, the meanings of defined terms in the Amendment are the same as those used in the Contract. The effective date of this amendment is 7/1/2026.

CONTRACTOR ADDRESS:
CLACKAMAS COUNTY OF
2051 KAEN RD, SUITE 367
OREGON CITY, OR 97045-4035

The Parties agree as follows:

1. The following changes are made, effective 7/1/2026:

    a. The termination date of this Contract is extended from 6/30/2026 11:59 PM to 6/30/2027 11:59 PM.

    b. *Intergovernmental Agreement DCHS-IGA-E-13872-2022* is revised and replaced in its entirety by the attached *Intergovernmental Agreement DCHS-IGA-E-13872-2022*. This Contract contains numerous revisions.

    c. *Attachment A Veteran Directed Care Program* in Contract is revised and replaced in its entirety by the attached *Attachment A Veteran Directed Care Program*. This Attachment contains numerous revisions.

2. The estimated target value of this requirements Contract is $858,458.12 USD. Included in target value is $225,392.74 in funding for the one-year period 7/1/2026 through 6/30/2027.

3. All other terms and conditions of the Contract shall remain the same.

INTERGOVERNMENTAL AGREEMENT AMENDMENT
Contract Number: DCHS-IGA-E-13872-2022
Amendment Number: 3

AGENCY SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

Approved as to Form, Assistant County Counsel: _____ Date: 09/01/2026

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Emilie Schulhoff for Jessica Vega Pederson Date: 8/11/2026

Department Director Review (optional):

Director or Designee: _____ Date: _____

County Attorney Review:

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

By Assistant County Attorney: Approved by Jonathan Strauhull via MMP Date: 8/3/2026

INTERGOVERNMENTAL AGREEMENT

Contract Number: DCHS-IGA-E-13872-2022

This is an Agreement between CLACKAMAS COUNTY OF (Contractor) and MULTNOMAH COUNTY (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS:
CLACKAMAS COUNTY OF
2051 KAEN RD, SUITE 367
OREGON CITY, OR 97045-4035

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
A	Veteran Directed Care Program
B	Electronic Protected Health Information Guidance
H-1	HIPAA Business Associate Agreement

ROLES:

Employer of Record (EOR): Veteran or designee if Veteran is unable to hire their own caregivers. Responsible for all activities outlined in the EOR rights and responsibilities.
Caregiver: Individual hired by Employer of Record. Set up as caregiver by Financial Management Services.
Financial Management Services (FMS): Responsible for payroll and taxes related to caregiver, other approved expenses and employer taxes from Veterans approved spending plan. (Reference contract with FMS and attach to this agreement as addendum).
VDC Service Coordinator: Contractor assigned staff member responsible for items described in C and D below.
VDC VA Coordinator: VA assigned staff members who partner with local VDC provider to serve Veteran participants.
VA Network Payment Center (VA NPC): VA entity responsible for reimbursing VDC claims submitted for goods and services purchased by Veterans via the Veteran Spending Plan.
VDC AAA Program Manager: County assigned supervisor of VDC program.
VDC Program Manager: Contractor assigned supervisor of Service Coordinator.

PURPOSE:

The purpose of this Agreement is:

This Agreement purchases the services of Contractor to implement the Veteran Directed Care (VDC) program for eligible Veterans in Clackamas County. The VDC program is for Veterans enrolled in the Veterans Administration (VA) health care system who are in need of nursing care and/or Care Giver services at home, have needs that exceed the hours available through the VA's Homemaker/Home Health Aid Program, and are interested in self-directed care. The program is a collaboration between the local VA Medical Center (MC) and the Area Agency on Aging (AAA) serving eligible Veterans. Multnomah County is administering the program on behalf of the AAAs serving Clackamas, Multnomah and Washington Counties. A summary of the current program rules is shown in **Attachment A**.

The parties agree as follows:

1. **TERM.** The term of this Agreement shall be from Friday, April 1, 2022 12:00 AM to Wednesday, June 30, 2027 11:59 PM. This Agreement may be renewed if the program is continued by the funder.

2. **CONSIDERATION.** The estimated payment under this Contract, including expenses, is $858,458.12.

3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to:

   A. Designate a VDC Program Manager who shall coordinate Contractor's activities.

   B. Maintain service coordination staffing for the VDC program with a minimum caseload of twenty-five (25) Veteran enrollees and coordinate adequate training with the County in the requirements and procedures of the program.

   C. Carry out the activities described for the VDC Service Coordinator provided by Multnomah County, including:

      1. Accept referrals from the VDC Veterans Affairs Medical Center VA Coordinator with a goal of maintaining a caseload average of twenty-five (25);
      2. Provide assessment(s) for each referred Veteran;
      3. Work with Veterans authorized for the program to designate an EOR and then to develop and finalize a spending plan;
      4. Submit a completed Employer of Record packet to the FMS provider, who then sets the Veteran up in their system and pre-populates Federal and State tax forms
      5. Provide Veteran/EOR with orientation on hiring process for employees/caregivers, duties involved in being an employer and forms needed to onboard a caregiver with the Financial Management Services (FMS) provider. Background checks and employment forms are required prior to approving a caregiver to start working;
      6. Work with FMS provider as they enter Veteran into the participant online portal; Contractor to provide support or assistance to FMS as needed;
      7. Submit authorized Veteran spending plans which include authorized purchases;
      8. Revise Veteran spending plan utilizing a new assessment or VDC adjustment request form; obtain approval from the local VA Coordinator prior to submitting to FMS and County;
      9. Monitor each enrolled Veteran's health, safety and outcomes by at least one (1) monthly phone call and one (1) visit each quarter, verify plan goals, spending, and identify any change in needs that could require a reassessment and/or update to VSP, and consult with the VA Coordinator regarding any significant changes in Veterans' situation or needs; monthly contacts are reported quarterly to the VAMC;
      10. Coordinate Veteran reassessments at six months and annually thereafter;
      11. Follow procedures outlined by County VDC Operations Manual for voluntary and involuntary disenrollment of Veterans from the program and participate in reconciliation of Veterans' accounts;
      12. Communicate with Multnomah County, the VA Coordinator, FMS provider and Veterans as needed for effective services and operation of the program.

   D. Update Veteran spending plan annually for beginning of Federal fiscal year to be effective October 1st following release of new case mix and case management rate.

   E. Participate in monthly VDC-VAMC program meetings coordinated by Multnomah County.

   F. Participate in monthly case management meetings that include the Service Coordinators and the VA Coordinators.

   G. Participate in any data collection on the program required by the Administration on Community Living or other administrator for this program.

4. **RESPONSIBILITIES OF COUNTY**. The County agrees to:

   A. Designate a VDC AAA Program Manager who will coordinate the overall program.

   B. Provide initial, and ongoing as needed training and Operation's Manual to Contractor on the requirements and procedures of the program, including timely, written notices of changes, policies and procedures within thirty (30) days after they are finalized with the VA and/or other contractors, including the FMS. Operations Manual will be reviewed and updated annually if there are any changes made during the year.

C. Contract with a Financial Management Services (FMS) provider, to manage individual Veterans' accounts

D. Carry out the activities described for Multnomah County including:

1. Paying FMS provider;
2. Invoicing VA's Network Payment Center (VA NPC) for services;
3. Paying Contractor (and other VDC partners) for services;
4. Providing Veteran monthly spending reports (MSR) to the Service Coordinator, the VDC Program Manager and the local VA Coordinator(s) to review and approve; and
5. When a Veteran is unenrolled, work with Service Coordinator and FMS provider to finalize expenses and billing to VA NPC.

E. Partner with Contractor on proposed changes prior to implementation to include recommendations and best practices when practicable.

F. Coordinate monthly program-wide meetings that include the VDC-VAMC programs, the VDC programs and the FMS provider.

G. Coordinate monthly meetings that include the Service Coordinators and the VA Coordinators.

H. Act as liaison with VA Network Payment Center and FMS provider.

I. Provide quality assurance by monitoring the work of Contractor and other VDC partners.

J. Acknowledge receipt of Service Coordinator questions, emails or inquiries within five (5) business days.

5. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) day's written notice.

6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor its officers, employees and agents in the performance of this Agreement.

7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

12. **PAYMENT/BILLING.** Contractor shall invoice Multnomah County monthly for fees, for an **estimated $858,458.12 for the term duration of the Agreement**.

The estimated total funding for this Agreement is not guaranteed. Fluctuations in funding throughout the year, and from year to year should be expected. County cannot ensure that any particular level of funding

will be provided and the Agreement will permit the County to add or remove funding as necessary depending on service levels and the availability of funding.

Fees are currently:

A. $1,054.13 per Full Assessment. A one-time assessment fee to be paid when a new Veteran is referred and accepted into the program for an estimated eight (8) full assessments per County fiscal year.

B. $526.68 per Partial Assessment. A one-time assessment fee to be paid when a new Veteran is referred and assessed as not eligible, not interested, or unable to meet the program requirements for an estimated four (4) partial assessments per County fiscal year.

C. $680.40 per Veteran per month case management fee for an estimated three-hundred (300) consultations per County fiscal year.

If the allowable fees for the Veteran Directed Care program are changed by the VA, the County will adjust the fee schedule to match. The County will provide advance, written notice of fee changes to the Contractor in a Rate Change Letter, to the extent County receives such notice from the VA.

13. **OVERPAYMENTS**. If an overpayment occurs, the County will first attempt to recoup funds from the Veteran/EOR, the FMS or the employee. If the overpayment is a result of the Contractor's performance and the County and/or FMS cannot recover the funds from another party, then the County shall recoup the monthly case management fee for the specifically affected Veteran. The recoupment shall occur only in the month the overpayment occurred. It will be the responsibility of the Contractor to provide the County with documentation of timely, programmatic compliance upon knowledge of the event to prevent the overpayment from occurring.

14. **PAYMENT TERMS:** Contractor agrees to provide services to the County and the County agrees to compensate Contractor for services rendered.

Contractor shall provide initial VA authorizations and approved VSPs for Veterans' assessments added to the invoice. Contractor shall provide the County an invoice form that includes a client list with dates of service or periods of ineligibility for payments, and any new assessments that are effective in an invoice month. In addition, Contractor will send County and FMS all Veterans' adjusted authorizations and VSPs that document changes in condition and/or spending. Invoices are due by the 15th calendar day of the month following the month of services provided. If required documentation and invoices are received on time, complete and correct, the County will process payments within thirty (30) calendar days of receipt of monthly invoice and documentation.

All requests for payment shall be sent with back-up documentation to the attention of:

Multnomah County
Department of County Human Services/Aging, Disability & Veterans Services Division
Contract Deliverables
P.O. Box 40488
Portland, OR 97204-0488

If submitting electronically, send **by secure email** to: vdc.program@multco.us

County will remit payment to:

Clackamas County Social Services Division
P.O. Box 2950
Oregon City, OR 97405-8856

15. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

16. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331. If this Contract is a subaward (making Contractor a sub recipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
N/A	N/A	N/A

17. **FISCAL REQUIREMENTS.** Not applicable.

18. **ADDITIONAL TERMS AND CONDITIONS:**

    A. This is a requirements funding Agreement for services on an as needed basis. If funds cease to be available to County in the amounts anticipated for this Agreement, County may reduce the scope of services to be provided and contract funding accordingly. Contractor will be notified in writing of any funding changes.

    B. Contractor is a Business Associate of County for the purposes of this Contract (see attached Business Associate Agreement, Attachment H-1).

19. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

ATTACHMENT A
Veteran Directed Care Program

Note: *This is a current description; Veterans Administration (VA) may change program rules.*

Target Population: All Veterans enrolled in VA health care system are eligible to participate in the Veteran Directed Care (VDC) program when the Veteran is "in need of nursing home care", has needs that exceed the hours available through the VA's Homemaker/Home Health Aid Program, and is interested in self-directed care.

Veterans are determined to be "in need of nursing home care" when **one (1)** or more of the following conditions is met:

- Three (3) or more activities of daily living (ADL) dependencies
- Significant cognitive impairment
- Receiving hospice services
- Two (2) ADL dependencies **and two (2)** or more of the following:
    - Three (3) or more instrumental activities of daily living (ADL) dependencies;
    - Recently discharged from inpatient rehabilitation facility or discharge contingent on receipt of VDC services;
    - 75 years old or greater;
    - Three (3) hospitalizations or 12 outpatient clinic/emergency evaluations in the past 12 months;
    - Diagnosis of Clinical Depression;
    - Lives alone in the community.
- Meets some of the criteria of the target population, and clinically determined by the local VA Medical Center (VAMC) to need services.

VDC program is targeted to Veterans and caregivers whose home care needs exceed the average number of hours generally available through the Homemaker/Home Health Aide (H/HHA) Program at a VAMC or have difficulty with the traditional agency-based home care system, and who want to self-direct their services and supports.

Services & Goods: Area Agencies on Aging (AAAs) offering VDC must provide or assist in arranging self-directed services (within an approved budget based upon the assessed needs, and preferences of the participating Veterans and/or their representatives), including:

- Veteran or representative-directed Care Services, including, but not limited to:
    - Personal Care (e.g. physical or verbal assistance with eating, bathing, dressing, grooming, and/or physical transfers)
    - Homemaker (e.g. cleaning, laundry, meal planning & preparation, shopping)
    - Adult Day Care

    - Assistive Technology (e.g. emergency response system, electronic pill minder)
    - Home-Delivered Meals
    - Caregiver Support (e.g. counseling, training)
    - Respite Care
    - Environmental Support (e.g. yard care, snow removal, extensive cleaning)
    - Other goods and services needed to remain safely in the community (e.g. small appliances, adaptive devices, grab bars, ramp, lift chair, etc.)

  Note: *VDC services provided through the VDC program cannot duplicate any services that are already being provided to a Veteran or their family caregiver(s) by or through the VA Medical Center (VAMC) or another insurance provider*.

- Service Coordination and Administration:
    - Assessments
    - Options Counseling/Support Services
    - Case management
    - Financial Management Services (FMS) - Fiscal/Employer Agent model preferred

The purchase of goods and services should meet all of the following criteria:

1. Meet the identified needs and outcomes in the Veteran's plan to assure the health and safety of the Veteran; **AND**
2. **Is not covered by any other insurance policies; AND**
3. Collectively provide a feasible alternative to an institution; **AND**
4. Be the least costly alternative that reasonably meets the Veteran's identified needs; **AND**
5. Be for the benefit of the Veteran; **AND**
6. Be needed as the result of the Veteran's disability.

If all the above criteria are met, goods and services are appropriate purchases when they are reasonably necessary to meet the following outcomes:

- Maintain the ability of the Veteran to remain in the community;
- Enhance community inclusion and family involvement;
- Develop or maintain personal, social, physical, or work-related skills;
- Decrease dependency on formal support services;
- Increase the Veteran's independence;
- Increase the ability of unpaid family members and friends to receive training and education needed to provide support.

PERFORMANCE OBJECTIVES REVIEW

Performance Objectives	Performance Threshold	Report Requirement	Service Delivery Metric
Contractor's customer service to veterans/Employers of Record (EORs).	Combined total rating of 85% or higher	VDC annual survey	Measure: 85% of the veteran/EOR responses to the annual survey question "My VDC service coordinator is helpful to me." are Strongly Agree or Agree. If the combined total rating is less than 85%, Contractor's VDC AAA Program Manager will work with the Service Coordinator(s) to identify and complete a training course related to the survey findings. This course should be a minimum of one hour and its goal should be to improve future survey findings. Tracking Method: Annual survey results
Contractor shall participate in all required Multnomah Hub statewide meetings and trainings pertaining to services provided as described in the terms of this Contract and in the Program Model.	75%	VDC Meeting Rosters, Training Attendance Roster, and/or certification of completion	Measure: One Contractor representative present at all VDC Statewide meetings and training(s). County will record meetings and either email them or share them via a drive, depending on size. Meeting minutes will be emailed to Contractor, and materials for training provided by the County will be sent to the Contractor. After missed meeting or training, County will meet with Contractor to discuss. Tracking Method: Meeting attendance roster by County, or certification of completion.
Timely submission of monthly client list and invoice.	100%	Contractor submits monthly client list and invoices to the County by the 15th calendar day of the month.	Measure: Full, partial assessment fees and case management fees align with target percentage of FY utilization. Contractor will not receive the monthly admin fee until the County has received the current monthly client list and invoice for that month. Tracking Method: UCR monitoring by Contractor and County.

Contractor completes intake and annual assessments, and/or as needed reassessment for all referred veterans.	100%	VA VDC authorizations and VSP	Measure: Contractor shall email all VA authorizations and fully signed, approved VSPs to County's VDC email account within three (3) business days of Contractor's receipt from VA. This includes any authorizations or VSPs resulting from reassessments. County will receive and verify that all VA Authorizations and VSPs are signed and dated during the month services begin. Contractor will not receive the monthly admin fee until the County has received all current VA authorizations and/or VSPs for that month. Tracking method: VA authorizations and VSPs on the VDC Master List Tracker.
Engage in ongoing monitoring of veterans' receipt of goods and services, to stay within the approved estimated monthly and global budget parameters.	100%	Monthly Spending Reports (MSRs)	Measure: Contractor shall review and approve MSRs to verify that all expenditures are within the approved global budget. If expenditures exceed approved budget, remediation must be completed by Contractor and Employer of Record (EOR). Contractor will have thirty (30) days to reach compliance. Contractor will not receive the monthly admin fee until the County has received remediation-related documents for the non-compliance month. Tracking method: MSRs, Remediation notifications, and Corrective Action Plans (CAPs).
Ongoing monitoring with veteran/EORs to verify plan goals, spending, and identify any change in needs that could require a reassessment.	100%	Contact Details Sheet	Measure: Requires Contractor to complete at least one (1) monthly phone call and one (1) face-to-face home visit each quarter, verify plan goals, spending, and identify any change in needs that could require a reassessment, and consult with the VA Coordinator regarding any significant changes in Veterans' situation or needs. Contractor shall submit quarterly Contact Details Sheets to VA during the first week following each quarter's end. After missed monthly phone calls or quarterly in-person monitoring are not completed in any given quarter, a letter of expectation will be completed and signed by both VDC AAA Program Manager and VDC Program Manager. Tracking Method: monthly VAMC/spoke meeting.

Timely submissions of MSRs	100%	VDC MSR Turnaround Schedule	Measure: Contractor shall review and approve monthly MSRs based on the annual MSR Turnaround Schedule sent by the County. Contractor will not receive the monthly admin fee until the final monthly MSR revision has been verified by the County. Tracking Method: County's FY MSR Tracker.
Remediation completed by Contractor and EOR for VDC non-compliance.	100%	Notification Letters and VDC Corrective Action Plans (VDCAPs) Monthly Spending Reports (MSRs)	Measure: Contractor shall submit a copy of notification letter(s) to the County's VDC email account the same day the veteran or employer of record is notified. Contractor will have five (5) days from the notification date to submit a copy of the VDCAP to the County's VDC email account. Contractor will have 30 days to reach compliance. Contractor will not receive the monthly admin fee until the County has received remediation related documents for the non-compliance month. Tracking Method: County's FY MSR Tracker.

MULTNOMAH COUNTY CONTRACT
Attachment B: Electronic Protected Health Information Guidance

Pursuant to the Business Associate Agreement, Contractor shall have systems, procedures and safeguards to protect Protected Health Information from unpermitted access or disclosure. This Schedule applies to PHI in electronic and hard copy/paper form.

The Contractor shall review the HIPAA Security Rule and the guidance and framework of NIST Special Publication 800-53 Rev.4 to implement controls, practices and procedures that will safeguard the PHI created, maintained, received or transmitted by Contractor on behalf of the County or to provide a service to County.

In the event it assists the Contractor, the following describes some of the County's suggested best practices that Contractor may wish to consider. It is not an exhaustive list of all controls, practices and procedures that Contractor should consider and implement.

1. **Access to PHI**.

a. **General**. Access to PHI, in all forms and formats, equipment, systems, networks, applications, and media is limited to only those employees of Contractor and permitted subcontractors performing services on behalf of, or to, the County.

i. Process is defined for granting and terminating access.

ii. The list of approved employees and permitted subcontractors is reviewed and updated at least once per quarter.

b. **Physical Access**.

i. PHI is stored in a secure facility or area which has appropriate physical controls to limit access (e.g. locks or access cards).

ii. Physical access to such areas is granted only to those employees of Contractor and permitted subcontractors performing tasks on behalf of the County and is monitored 24 hours per day/7 days per week by Contractor.

iii. Guests and visitors are escorted in secure areas.

c. **Electronic Access**.

i. Each employee accessing electronic PHI must have a unique account and password.

ii. Contractor prohibits guest accounts which are shared or not tied to an employee.

iii. Employees shall be advised that accounts and passwords cannot be shared under any circumstances.

iv. Employees must be locked out of their accounts after multiple unsuccessful attempts.

v. Contractor must require employees to have complex passwords and not permit passwords that are solely words found in the dictionary.

vi. Contractor must force an employee to change their password at a reasonable interval.

vii. Contractor periodically reviews accounts and disables them when access is no longer required to perform tasks on behalf of the County.

d. **Personal Devices**.

i. Employees must use passwords on all personal devices that access PHI.

ii. Employees must employ anti-virus software and operating system service packs as they are released on such personal devices.

iii. Employees must never store PHI on personal devices, even if password protected.

iv. Deploy mobile device management on personal devices to allow the Contractor to remotely wipe any access to PHI in the event the device is lost or stolen.

2. **Restrictions for electronic PHI on Uses of Portable Devices or Media**.

a. PHI is not stored, processed, or downloaded on any portable device or storage media without encryption. Portable devices include without limitation laptops, notebooks, smartphones, USB/jump drives.

b. Laptops are deployed with full disk encryption.

3. **Transportation and Transmission of PHI**.

a. All data containing PHI must be encrypted when transmitted, such as through VPN, encrypted/secured FTP, TLS, SSL, or HTTPS.

b. All access and communication to or from the Internet must occur through an actively managed Internet firewall.

c. PHI transported in hard copy/paper format must be carried in locked bags and never left unattended, such as in cars.

4. **Software Controls**.

a. Employ virus protection on systems or networks which store, process or transmit PHI.

b. Perform real time or periodic scans on all systems or networks which store, process or transmit PHI.

5. **Security Training, Awareness, and Sanctions**. Ensure all employees that access PHI receive training

on their obligations under this Contract and the HIPAA Security Rule. Contractor should consider sanctions for any employee that violates Contractor's policies, procedures or obligations under this Contract or HIPAA.

6. **Violations and Audit**.

a. Implement technical features or controls to record security-relevant activity.

b. Require employees to immediately report known or suspected incidents, breaches and complaints involving PHI to Contractor's privacy and/or security officer.

c. Periodically review activity logs, investigate and resolve incidents identified.

7. **Disposal of Files or Media Which Contain PHI**.

a. **Hard Copy/Paper Format**. Physically destroyed such that the PHI is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed via shredding, burning, or pulverizing.

b. **Electronic Format**. Fully remove PHI from electronic media prior to reuse or disposal by clearing (using software or hardware products to overwrite media with non-sensitive data) or purging (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains) the PHI.

8. **Risk Assessment and Risk Management Plan** (see also NIST Special Publication 800-300 Rev.1 and/or ONC Security Assessment Tool).

a. Prior to creating, receiving, maintaining or transmitting PHI on behalf of the County or to provide a service to the County, conduct an accurate and thorough enterprise-wide assessment of the potential risks and vulnerabilities to confidentiality, integrity, and availability of PHI.

b. Update the assessment as reasonably necessary in response to environmental and operational changes affecting the security of PHI not less than once every two years.

c. Maintain and implement an ongoing risk management plan to reduce the identified risks pursuant to the assessment to reasonable and appropriate levels.

Attachment H-1

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

A. General:

For purposes of this Contract, Contractor is County's business associate and will comply with the obligations set forth below and under HIPAA. Contractor and County agree to amend this Contract if necessary to allow County to comply with the requirements of HIPAA and its implementing regulations.

B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- Individual: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the Contract from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

C. Contractor's Obligations:

1. Contractor agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required or Permitted by Law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under this Contract, and to not make uses or disclosures that would violate the Privacy Rule if done by County or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, Contractor agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
    a) disclosures to or requests by a health care provider for treatment
    b) disclosures made to the Individual about his or her own PHI
    c) uses or disclosures authorized by the Individual
    d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
    e) uses or disclosures that are Required by Law, and
    f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. Contractor is directly responsible for full compliance with the requirements of the HIPAA Privacy Rule and Security Rule to the same extent as County.
4. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.
5. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
6. Contractor agrees to immediately notify County of any known or suspected incident or complaint involving PHI, including use or disclosure of PHI in violation of or not provided for by this Contract of which it becomes aware.
7. Contractor shall immediately notify County of a Breach of Unsecured PHI of which Contractor (or Contractor's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence. Contractor's notification to County must:
    a) Be in writing and provide an individual's contact information if needed for County's follow up communications,

b) Be made to County without unreasonable delay and no later than 10 calendar days after discovery of the Breach. A Breach is considered discovered as of the first day on which the Breach is known, or reasonably should have been known, to Contractor, subcontractor of Contractor, or any employee, officer or agent of Contractor, other than the individual committing the Breach,
c) Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach and the types of PHI involved,
d) Include the date of the Breach and date of discovery of the Breach,
e) Include description of what Contractor is doing to investigate the Breach, to mitigate loss, and to protect against any further or future Breaches,
f) Provide all information necessary for County to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Contractor's discovery of the Breach, and
g) Provide any and all information, including preparation of reports or notices, needed for County to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by County.

8. Contractor agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Contractor of a use or disclosure of PHI or Breach of Unsecured PHI by Contractor in violation of the requirements of this Contract or HIPAA.
9. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County, agrees in writing to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
10. Contractor agrees to provide access to PHI about an Individual contained in a Designated Record Set within the time, manner, form and format specified in Individual's or County's request as necessary to satisfy the County's obligations under 45 CFR 164.524. If an Individual requests access to information directly from Contractor, Contractor agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
11. Contractor agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 within the time and manner specified in County's request. Contractor shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Contractor agrees to forward the request to County within 2 working days of receipt.
12. Contractor agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by Contractor on behalf of County available to County or Secretary upon request of County or Secretary, in a time and manner designated by the County or the Secretary for purposes of the Secretary determining County's compliance with HIPAA.
13. Contractor agrees to document disclosures of PHI and information related to such disclosures as required for County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
14. Contractor will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to comply with this Section.
15. Contractor agrees to provide County or an Individual, within the time and manner specified in the request from County or Individual, information under Item 13 of this Section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
16. Contractor must forward to County within 2 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. Contractor must process such request in the time and manner as directed by County.
17. If Contractor conducts in whole or part electronic transactions on behalf of County for which HHS has established standards, Contractor will comply and require its subcontractors and agents to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by HHS with respect to the standard transactions.

D. **Termination**:

1. Notwithstanding any other termination provisions in this Contract, County may terminate this Contract in whole or in part upon 5 working days written notice to Contractor if the Contractor breaches any provision contained in this Contract and fails to cure the breach to County's satisfaction within the 5 working day period; provided, however, that in the event termination is not feasible County may report the breach to the Secretary.
2. Upon termination of this Contract for any reason, Contractor will extend the protections of this Contract to any PHI that Contractor is required to retain under any provision of this Contract. The terms of this Contract shall remain in effect until all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County,

is destroyed or returned to County, or, if it is infeasible to return or destroy PHI as agreed upon by County, protections are extended to such information, in accordance with the termination provisions in this Section.

3. The obligations of Contractor under this Section D shall survive termination of the Contract.

E. **Remedies in Event of Breach**: Contractor recognizes that irreparable harm will result to County, and to County business, in the event of breach by Contractor of any of the covenants and assurances contained in this Contract. As such, in the event of breach of any of the covenants and assurances contained in Section C above, County will be entitled to enjoin and restrain Contractor from any continued violation of Section C. Furthermore, in the event of breach of Section C by Contractor, County is entitled to reimbursement and indemnification from Contractor for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a result of Contractor's breach. The remedies contained in this Section E are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Contract. This provision in Section E shall survive termination of the Contract.

F. **Interpretation**: Any ambiguity in this Contract shall be resolved in favor of a meaning that permits County to comply with HIPAA and its implementing regulations.