

**MEMORANDUM OF AGREEMENT
HIV ALLIANCE FOR RYAN WHITE PROGRAM SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into the 1st day of July 2021 by and between **HIV ALLIANCE**, a non-profit organization (**AGENCY**), and **TILLAMOOK COUNTY (COUNTY)**, 201 Laurel Avenue, Tillamook, Oregon 97141, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services.

Whereas COUNTY provides Ryan White Program Services funded by Oregon Health Authority (OHA) for persons affected by HIV in COUNTY’s integrated health clinic (“Services”);

Whereas AGENCY desires to contract with COUNTY public health to work together to provide case management services for Ryan White clients and support the HIV Ryan White program while COUNTY seeks to hire staff to support the program.

WITNESSETH

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows, the mutual promises of each party are given in exchange and as consideration for the promises of the other party:

Section 1.0 AGENCY’S RIGHTS, DUTIES, AND AUTHORITIES

- 1.1 AGENCY will provide case management services for COUNTY clients consistent with OHA rules, laws, regulations, etc. attached hereto as **Exhibit A**;
- 1.2 AGENCY agrees to enter all required documentation into COUNTY domain of CareWare;
- 1.3 AGENCY agrees to abide by COUNTY’s HIPAA Business Associate Agreement in order to comply with changes to HIPAA privacy regulations through HITECH and ARRA effective in 2010, attached hereto as **Exhibit B**;
- 1.4 AGENCY agrees to provide narrative content and data for 6 (six) month progress report and annual report;
- 1.5 AGENCY agrees to enroll new clients and assist in distributing awarded financial assistance and gift cards as defined in the Ryan White standards of services;
- 1.6 AGENCY agrees to obtain and use COUNTY release of information (ROI) attached hereto as **Exhibit C**;
- 1.7 AGENCY agrees to act as a resource for COUNTY public health in use of and access to CareWare platform;
- 1.8 AGENCY agrees to securely transport all written documentation and communication to COUNTY adding to existing paper charts;
- 1.9 AGENCY agrees to provide a Care Coordinator on-site in Tillamook, OR 5 (five) hours per week to work with clients in person;
- 1.10 AGENCY agrees to provide a Nurse three – four (3-4) hours per month either in person or via Zoom or Teams.
- 1.11 AGENCY agrees to provide invoices detailing hours worked, services provided, and mileage used sent to TCHDAP@co.tillamook.or.us, COUNTY will reimburse AGENCY for expenses of services outlined in this agreement, payable upon receipt.

Section 2.0 COUNTY’S RIGHTS, DUTIES, AND AUTHORITIES

- 2.1 COUNTY agrees to provide funding to the HIV Alliance for provision of services during the contract term in the amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000) per the attached budget as **Exhibit D**;
- 2.2 COUNTY agrees to provide OHA/state reporting at least one time per year;
- 2.3 COUNTY agrees to provide six (6) month progress report to the Oregon Health Authority;

- 2.4 COUNTY agrees to provide local access for client/patients for in-person meetings;
- 2.5 COUNTY agrees to provide office space and Wi-Fi access on scheduled days as mutually agreed by COUNTY and AGENCY for AGENCY Care Coordinator and AGENCY Nurse to include access to monitor and printer for AGENCY laptops;
- 2.6 COUNTY agrees to purchase required gift cards for distribution, support AGENCY in distribution of gift cards as needed.

Section 3.0 INSURANCE

- 3.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.

Section 4.0 LIABILITY; INDEMNIFICATION

- 4.1 Except as stated in Section 4.2, each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance as required by this Agreement. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.
- 4.2 AGENCY expressly agrees to defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to psychiatrist services performed through this Agreement. AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to AGENCY or to third parties arising out of psychiatrist services performed through this Agreement.

Section 5.0 TERM OF AGREEMENT

- 5.1 The term of this Agreement shall be six (6) months beginning July 1, 2021 and ending December 31, 2021.

Section 6.0 TERMINATION

- 6.1 Without Notice
 - 6.1.1 The parties mutually consent to termination in writing.
- 6.2 With Notice
 - 6.2.1 Any party breaches any duty, term, or condition of this Agreement.
 - 6.2.2 Either party commits a fraud of misrepresentation upon the other party.
 - 6.2.3 Either party gives thirty (30) days' notice.

Section 7.0 GENERAL PROVISIONS

- 7.1 WAIVER; MODIFICATION
 - 7.1.1 Failure by COUNTY to enforce any provision of this Agreement does not constitute COUNTY's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon the written signed consent of both parties.
- 7.2 ATTORNEY'S FEES
 - 7.2.1 Attorney fees, costs, and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 7.3 LEGAL REPRESENTATION
 - 7.3.1 In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

7.4 NOTICES

7.4.1 Any notice required or permitted under this Agreement shall be in writing and deemed given when:

7.4.1.1 actually delivered, or

7.4.1.2 three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

7.5 LANGUAGE

7.5.1 The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

7.6 INTEGRATION

7.6.1 This Agreement supersedes all prior oral or written agreements between AGENCY and COUNTY regarding this site. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this Agreement.

7.7 SAVINGS

7.7.1 Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

7.8 JURISDICTION; LAW

7.8.1 This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

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IN WITNESS WHEREOF, COUNTY and AGENCY have executed this Agreement on the date first above written.

HIV ALLIANCE AGENCY

Dated this 15 day of July, 2021.



Renee Yandell, Executive Director
1195A City View
Eugene, OR 97402
Phone: 541-342-5088 ext. 113
ryandel@allianceor.org

THE BOARD OF COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON

Dated this ___ day of _____, 2021.

Aye Nay Abstain/Absent

Mary Faith Bell, Chair

___ ___ ___/___

David Yamamoto, Vice-Chair

___ ___ ___/___

Erin D. Skaar, Commissioner

___ ___ ___/___

ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

Joel W. Stevens
County Counsel

EXHIBIT A: OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Program Element #08: Ryan White Program, Part B HIV/AIDS Services

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Ryan White Program, Part B HIV/AIDS Services.

General Description. Funds must be used to deliver to eligible individuals with HIV and their families one or more of the services described in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) Part B, referred to hereafter as “Ryan White Program Part B HIV/AIDS Services.” Expenditure of these funds must be directly related to an individual’s HIV positive status and necessary to help him/her remain engaged in HIV medical care and treatment. All Ryan White Program, Part B HIV/AIDS Services that are supported in whole or in part with funds provided under this Agreement must be delivered in accordance with OAR Chapter 333, Division 022 “Human Immunodeficiency Virus” , the “HIV Community Services Program, HIV Case Management Standards of Service” and “HIV Community Services Program Support Services Guide” located at: www.healthoregon.org/hiv.

HIV is an important public health problem in Oregon and a current priority within the 2015-2019 State Health Improvement Plan. Ensuring the achievement of viral suppression among people living with HIV (PLWH) is critical for not only improving lifelong health outcomes, but to also prevent further transmission of the virus. The provision of Case Management and Support Services is an evidence- based approach for supporting engagement with medical care and adherence to medical treatments. Through this support, Oregon aims to increase the percentage of PLWH who have achieved viral suppression to 90% by 2020.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Ryan White Program, Part B HIV/AIDS Services

a. Case Management or Case Management Services. Case Management is a range of client- centered services that link clients with health care, psychosocial and other services. These services ensure timely and coordinated access to medically appropriate levels of health and Support Services and continuity of care through ongoing assessment of the client’s and other key family members’ needs and personal support systems Case Management includes, but is not limited to face-to-face coordination, phone contact, and other appropriate forms of communication.

Two types of Case Management are allowable: medical Case Management and non-medical Case Management. Medical Case Management must be provided by a registered nurse licensed in Oregon. The coordination and follow-up of medical treatments is a component of medical Case Management. Medical Case Management includes the provision of medical treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS medication regimens and treatments. Additionally, medical Case Management includes liver health, nutritional and oral health assessment and education.

b. Health Resources and Services Administration HIV/AIDS Bureau (HRSA/HAB): The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA/HAB is available at www.hab.hrsa.gov

c. HIV/VH/STI Integrated Planning Group (IPG): The OHA HIV/Viral Hepatitis/Sexually Transmitted Infection Integrated Planning Group (IPG) is an advisory group to the HIV/STD/TB Section of OHA. Information regarding this planning group can be found at www.healthoregon.org/hiv

d. HIV Care and Treatment Program: The State program, funded predominately under the Ryan White Program Part B, for improving the quality, availability, and organization of health care and Support Services to individuals with HIV and their families, with the goal of improved health outcomes for individuals with HIV.

e. OHA's HIV Community Services Program Support Services Guide (Support Services Guide): The Support Services Guide, incorporated herein by this reference, that defines the range of Support Services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service definitions, eligibility and guidance for the delivery of Support Services. The Support Services Guide is available at <http://public.health.oregon.gov/DiseasesConditions/HIVSTDViralHepatitis/HIVCareTreatment/Pages/ServicesandDefinitions.aspx>

f. Ryan White Program, Part B HIV Case Management Standards of Service (the Standards): The Standards, incorporated herein by this reference that outlines or defines the set of Standards and provides directions for HIV/AIDS Case Management in the State of Oregon. These Standards are also intended to provide a framework for evaluating HIV/AIDS Case Management Services and to define a professional case manager's accountability to the public and to the individuals receiving Ryan White Program, Part B HIV/AIDS Services. These Standards are available at www.healthoregon.org/hiv.

g. Support Services: Support Services include the provision of financial assistance for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Support Services must be provided in accordance with the Support Services Guide.

h. Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program): Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.

3. Program Components. Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernizati

on_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)
- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable.
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. **Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of intake. Thereafter, income, health insurance status and residency must be verified every 6 months. Ryan White Program, Part B HIV/AIDS Services may only be delivered to HIV-infected individuals in LPHA’s service area who are active participants in Case Management Services that comply with the requirements of the Standards, and to their affected families of origin or choice. There is no income limit for Case Management services and only clients at or below 300% of the federal poverty level are eligible financial assistance through Support Services. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.
- b. **Certain Limitations on Use of Financial Assistance.**
 - (1) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS Services that the funds are being used in a manner that complies with this subsection.
 - (2) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in

HIV medical care and treatment and for Support Services that directly benefits the health of, or is related to the HIV positive status of an individual.

(3) No charges to clients shall be imposed for services rendered under this Program Element.

(4) Under no circumstances may the financial assistance be used to provide direct cash payments to an individual receiving Ryan White Program, Part B HIV/AIDS Services.

(5) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used in accordance with the Support Services Guide. LPHA, may use up to 10% of the aggregate financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services to cover LPHA's costs of administering its Ryan White Program, Part B HIV/AIDS Services. Alternately, LPHA may submit its Indirect Cost Plan, and use the indirect cost rate specified in the plan in lieu of the 10% aggregate. LPHA may permit any of its Subcontractors of Ryan White Program, Part B HIV/AIDS Services, as first-tier contractor, to use up to 10% of the funds paid to that Subcontractor by LPHA for Ryan White Program, Part B HIV/AIDS Services for Subcontractor administrative costs. For purposes of this limitation, the costs of administration include usual and recognized overhead activities, including rent, utilities and facility costs; costs of management oversight of specific programs funded under this subsection, including program coordination, clerical, financial and management staff not directly related to client services; program evaluation; liability insurance; audits; computer hardware/software not directly related to client services; and completion of Ryan White Program data reports and other required reports, to the extent such costs are allowable under applicable OMB cost principles.

c. General Requirements Applicable to all Ryan White Program, Part B HIV/AIDS Services.

Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be budgeted by LPHA in a manner that would reasonably be expected to assure funding availability throughout the Agreement period; and with a priority to "Core Medical Services" as defined within the Support Services Guide. Financial assistance to specific clients must be prioritized based on a client's level of need and in accordance with the Support Services Guide and the Standards.

(1) All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered consistent with the service priorities set forth in the Support Services Guide, LPHA must use the funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services in accordance with the Care Services Budget which is attached to this Program Element as Attachment 1 and incorporated herein by this reference (the "Care Services Budget"). Modifications of the Care Services Budget may only be made with OHA

approval, as reflected in an amendment to this Agreement, duly executed by all parties.

(2) In the event of any conflict or inconsistency between LPHA's Care Services Budget and the provisions of this Program Element (excluding any attachments), the provisions of this Program Element (excluding any attachments) shall control.

(3) All Ryan White Program, Part B HIV/AIDS Services must be available and delivered in a culturally and linguistically-appropriate manner and must meet the National Standards on Culturally and Linguistically Appropriate Services (CLAS); specifically the mandates which are the current federal requirements for all recipients of federal funds (Standards 4, 5, 6, and 7 at <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>).

(4) LPHA must comply with the Americans with Disabilities Act (ADA) requirements and ensure that the facility is accessible by public transportation or provide for transportation assistance to the facility when needed, which may be paid utilizing funds under this Agreement per guidance in Section 4.c.(1) of this Program Element.

(5) LPHA providing Ryan White Program, Part B HIV/AIDS Services may not solicit or receive payments in kind or cash for purchasing, leasing, ordering, or recommending the purchase, lease or ordering of any goods, facility services or items. Applicable policies must be available upon request.

(6) LPHA must comply with statute (41 USC 4712), which states that an employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by policy, form, or condition of employment. Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority related to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant.

d. Case Management & Support Services.

(1) LPHA must provide Case Management and Support Services in accordance with OAR Division 333 Chapter 022 to all eligible individuals within LPHA's service area who seek such services and must be delivered consistently throughout the period for which financial assistance is awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services.

(2) LPHA must deliver all Case Management and Support Services in accordance with the Standards.

(3) LPHA must establish a grievance policy for recipients of Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds

provided under this Agreement and shall make this policy known to and available to individuals receiving the services.

(4) All Subcontractors of Ryan White Program, Part B HIV/AIDS Services must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.

e. **Confidentiality.** In addition to the requirements set forth in Exhibit F, Section 12 “Records Maintenance; Access and Confidentiality” of this Agreement, all Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:

(1) No information regarding an individual’s HIV-positive status may be kept or retained on file by a Subcontractor of Ryan White Program, Part B HIV/AIDS Services without documentation of an established “client with service provider” relationship between the Subcontractor and the individual. This relationship is established when a Subcontractor of Ryan White Program, Part B HIV/AIDS Services, at a minimum, engages in an interview or dialog with the individual that results in a specific record being developed relative to prospective services available to that individual.

(2) All materials related to the delivery of Ryan White Program, Part B HIV/AIDS Services that contain names or other identifying information of individuals receiving services must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel, and all computers and data programs that contain such information must have restricted access. Staff computers must be in a secure area not accessible by the public, and computer systems must be password protected. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with all county, state and federal confidentiality requirements applicable to the delivery of Ryan White Program, Part B HIV/AIDS Services.

(3) Breaches of confidentiality are serious and require immediate action. Therefore, the supervisory or administrative staff of a Ryan White Program, Part B HIV/AIDS Services funded Subcontractor must immediately investigate, evaluate and, if necessary, correct any alleged breaches by its staff of the confidentiality requirements of this Program Element; further, Subcontractor must document the steps it takes to resolve any breaches of confidentiality. All confirmed breaches of the confidentiality requirements of this Program Element must result in appropriate sanctions in accordance with Subcontractor policy and procedure and applicable law. Each Subcontractor of Ryan White Program, Part B HIV/AIDS Services must report to OHA in sufficient detail any confirmed breaches by its staff of the confidentiality requirements of this Program Element within 14 days of Subcontractor’s evaluation of such breaches as described above.

(4) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must establish and comply with a written policy and procedure regarding

breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee or volunteer for a verified breach of the confidentiality requirements of this Program Element.

(5) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must conduct an annual review, and maintain documentation of that annual review, of county, state, and federal requirements regarding the confidentiality of information related to individuals receiving Ryan White Program, Part B HIV/AIDS Services. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must require employees and any non-paid staff (i.e. volunteers) who, in the course of performing their job, have access to such information to have an annual review of the confidentiality requirements and to acknowledge in writing his/her understanding of such requirements governing this information.

(6) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must provide an on- site private room for individuals providing Case Management Services to counsel or interview individuals receiving Ryan White Program, Part B HIV/AIDS Services.

f. LPHA Staffing Requirements and Staff Qualifications.

(1) LPHA must employ a Registered Nurse trained in the use of the Standards for the delivery of Ryan White Program, Part B HIV/AIDS Services. Any additional staff must also be trained in the use of the Standards.

(2) LPHA must provide staffing for Case Management Services as identified in the Care Services Budget and in accordance with the Standards.

(3) All LPHA and Subcontractor staff who provide Ryan White Program, Part B HIV/AIDS Services must attend training sessions and be appropriately trained on the delivery of such services, as reasonably designated by OHA. OHA will inform LPHA of the schedule and locations for the training sessions.

(4) LPHA must provide an Information Technology (IT) contact to execute and ensure compliance with the RW CAREWare Client Tier Installation Instructions, which are available from OHA upon request.

g. LPHA Fiscal Controls and General Administration.

(1) LPHA must have appropriate fiscal controls in place for the use and disbursement of financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services. LPHA must document in its files the types of agreement monitoring activities that LPHA will perform with respect to Subcontracts for the delivery of Ryan White Program, Part B HIV/AIDS Services and the projected schedule of such monitoring activities during the term of this Agreement. Required monitoring activities include but are not limited to determining whether the basic elements of the Program, the Standards are being met and taking appropriate action if they are not. LPHA must submit to OHA copies of all Subcontracts for the delivery of Ryan White

Program, Part B HIV/AIDS Services during the term of this Agreement. LPHA may not pay the Subcontractor with funds received under this Agreement for this Program Element until OHA has received a copy of the Subcontract. OHA's obligation to disburse financial assistance provided under this Agreement for this Program Element to cover payments on a Subcontract is conditioned on OHA's receipt of a copy of that Subcontract. LPHA must notify OHA in writing of LPHA's process for selecting Subcontractors to provide Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with the financial assistance provided under this Agreement for this Program Element (e.g., competitive request for proposals or sole source award) prior to commencing the selection process.

5. LPHA must notify OHA within 10 business days and in writing, of proposed changes, during the term of this Agreement, in the Care Services Budget or in the availability of Ryan White Program, Part B HIV/AIDS Services funded through this Agreement, to include service hours, staffing, professional qualifications of staff, and fiscal management. A revised Care Services Budget must be re-submitted to OHA for approval of changes when applicable.

6. **General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. **Reporting Requirements.** In addition to the reporting requirements set forth in Exhibit E, Section 6 "Reporting Requirements" of this Agreement, LPHA and any Subcontractors must submit the following reports and information to OHA:

- a. Semi-annual progress Reports must be submitted no later than January 31 and July 31 for the six- month period ending September 30 and June 30 in each fiscal year. Semi-annual Progress Reports include a narrative report and Administrative Fiscal Form. Reporting forms are found at www.healthoregon.org/hiv .
- b. LPHA must conduct a local chart review utilizing the approved program review tool found at www.healthoregon.org/hiv . The results of this review will be compiled into the Client Chart Review Summary report and submitted to the Program not later than October 31st of each fiscal year.
- c. LPHA must conduct an annual audit. LPHA's receiving federal funds exceeding \$500,000 must comply with the applicable audit requirements and responsibilities set forth in the Exhibit G, Section 7 "Audits". Verification of the completed audit will be obtained through the Secretary of State Audit Division.

d. With respect to each individual receiving Ryan White Program, Part B HIV/AIDS Services with funds provided under this Agreement, demographic, service and clinical data must be collected and reported to the OHA by utilizing the HRSA developed software package, RW CAREWare. Data obtained by LPHA must be entered as described in the Oregon RW CAREWare User Guide found at www.healthoregon.org/hiv . Users are required to enter all demographic, service and clinical data fields within 30 days of the date of service. Use of RW CAREWare software and reporting system requires high-speed internet connectivity) and must be compliant with the minimum requirements outlined in the “Oregon RW CAREWare Client Tier Installation Instructions” available upon request. The software configuration that will be used includes a client tier at the local level that connects to a business and data tier managed by the Oregon Health Authority, requiring LPHA to connect to the centralized database for data entry purposes.

8. Performance Measures. If LPHA uses funds provided under this Agreement to support HIV Case Management, the LPHA must operate its program in a manner designed to achieve the following Ryan White Performance Measure goals:

- a.** 100% of clients must have a HIV viral load less than 200 copies/mL at last HIV viral load test.
- b.** 90% of clients have a medical visit in the last 6 months.
- c.** 90% of medical Case Management clients have an RN care plan developed and/or updated 2 more times a year.
- d.** 95% of clients have stable housing.

EXHIBIT B: HIPAA Business Associate Agreement (BAA)

This Business Associate Agreement (the “Agreement”) is entered into as of July (the “Effective Date”) by and between Tillamook County Health Department (TCHD) (the “Covered Entity”) and HIV Alliance, (the “Business Associate”), (collectively, the “Parties”).

WHEREAS, TCHD is a “Covered Entity” as that term is defined in the Health Insurance Portability and Accountability Act, Privacy Standards and Security Standard, 45 C.F.R. Parts 160, 164 (the “Privacy Standards”);

WHEREAS, HIV Alliance, is a “Business Associate” as that term is defined in the Privacy Standards and Security Standard, and will have access to Protected Health Information (“PHI”) from the Covered Entity;

WHEREAS, pursuant to the Privacy Standards and Security Standard, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and must also comply with certain provisions as required under the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”); and

WHEREAS, the Parties wish to enter into this Agreement to comply with the requirements of the Privacy Standards, the Security Standards, and the HITECH Act.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the Privacy Standards and Security Standards (45 C.F.R. Parts 160, 164) and the HITECH Act (Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009)).
- 1.2 All PHI that is created or received by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Covered Entity or its operating units to Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

ARTICLE II

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 2.1 Except as limited by 45 C.F.R. 164.504(e), or as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity (check applicable provision):

For the following specific purposes: Oregon Health Authority Ryan White Program Services

X As specified in the following agreement between Business Associate and Covered Entity: MOA HIV Alliance Ryan White Program Services

- 2.2 Except as otherwise limited in this Agreement, Business Associate may also use PHI as follows (check any or all that apply):

X For the proper management and administration of Business Associate

X To carry out the legal responsibilities of Business Associate

X To provide data aggregation services to Covered Entity

- 2.3 Business Associate may not use or disclose PHI if such use or disclosure would be a violation of the Privacy Standards if don by Covered Entity.

- 2.4 Any use or disclosure of PHI by Business Associate must comply with the minimum necessary policies and procedures of the Covered Entity. This includes limiting the use or disclosure to a limited data set as defined by the Privacy Rule; unless the Business Associate or Covered Entity, as applicable, determines that a limited data set s not practicable.

- 2.5 If Business Associate and Covered Entity are also a party to any other agreement, any use or disclosure of PHI by Business Associate must be consistent with such agreement. In the event of any inconsistency between the provisions of the Agreement and the provisions of any other agreement between the parties, the terms of this Agreement shall govern.

- 2.6 Business Associate agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may not use or disclose PHI if such use or disclosure would be a violation of other applicable law.

ARTICLE III

RESPONSIBILITIES OF BUSINESS ASSOCIATE

- 3.1 Safeguards. Business Associate agrees to use appropriate physical, administrative or technical safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or HIPAA.

- 3.2 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.3 Reporting. Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI in violation of HIPAA of which it become aware within 10 days of the Business Associate's discovery of such unauthorized use and/or disclosure. If Business Associate becomes aware of a breach of any unsecured PHI in the Business Associate's possession, (i.e. PHI that has not been rendered unusable, unreadable or indecipherable to unauthorized individuals), and the breach does not meet the exceptions given in Section 13402 of Title XIII of the HITECH Act, Business Associate shall notify affected individuals as required and shall comply with notification requirement set the Secretary of the Department of Health and Human Services. Business Associate shall notify Covered Entity of any breach of unsecured PHI as soon as possible, but in no event later than 60 calendar days after discovery.
- 3.4 Subcontractors. In the event that Business Associate is permitted by law to provide PHI to an agent, Business Associate agrees to ensure that its agents, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such information.
- 3.5 Right of Access. Business Associate agrees to make PHI available to the Covered Entity or to an individual as directed by the Covered Entity in accordance with the access of individuals to PHI provisions of the Privacy Standards as set for the in 45 C.F.R. § 164.524 in a time and in a manner that are mutually agreeable to the Parties. Additionally, if the Business Associate maintains PHI in an electronic health record, it shall provide a copy of such record in an electronic format upon request.
- 3.6 Right of Amendment. Business Associate agrees to make PHI available for amendment and to incorporate any amendments to PHI as directed or agreed to by the Covered Entity in accordance with the amendment of PHI provisions of the Privacy Standards as set forth in 45 C.F.R. § 164.526 in a time and manner that are mutually agreeable to the Parties.
- 3.7 Right to Accounting of Disclosures. Business Associate agrees to make an accounting of disclosures of PHI in the format provided by Covered Entity to Business Associate. Business Associate shall make this information available to Covered Entity, or to an individual directly if requested by the individual (with notice to Covered Entity), as necessary for the Covered

Entity to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and the HITECH Act.

- 3.8 Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity and/or the Department of Health and Human Services in a time and manner that are mutually agreeable to the Parties and to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy Standards.
- 3.9 Security Provisions. Business Associate will take the following measures:
- 3.9.1 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 Covered Entity as required by the Security Rule in accordance with 45 C.F.R § 164.308, 164.310, 164.312 and 164.316;
 - 3.9.2 Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the electronic PHI;
 - 3.9.3 Develop and enforce appropriate policies, procedures and documentation standards, including designation of a security official; and
 - 3.9.4 Report to the Covered Entity any security incident (as defined in 45 C.F.R. § 164.304) of which it becomes aware, as well as any breach of unsecured PHI as discussed in Section 3.3 above. The Parties agree that the breach notification requirements of Section 3.3 satisfy any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents, for which no additional notice to Covered Entity shall be required.

ARTICLE IV

TERM AND TERMINATION

- 4.1 Term. This agreement shall become effective on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in Section 4.2 and 4.3.
- 4.2 Termination. If either party fails to perform any material obligation pursuant to this Agreement, and (i) cure of the failure to perform the material obligation is

possible and the failure to cure continues for a period of 30 days after the breaching party is notified in writing by the non-breaching party of said failure to perform, or; (ii) cure is not possible, then the non-breaching party, may also terminate any other agreement between the parties that involves the use or disclosure of PHI, in the event that Business Associate fails to perform any material obligation pursuant to this Agreement. In addition, Covered Entity may terminate this Agreement without cause upon thirty days written notice to Business Associate.

- 4.3 **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate or Covered Entity shall, as directed by Covered Entity or Business Associate, return or destroy all PHI received from, or created or received by Business Associate or Covered Entity, on behalf of either Party that either Party still maintains in any form and retain no copies of such information. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate or Covered Entity. If return or destruction is not feasible, Business Associate or Covered Entity shall provide to the other Party notification of the conditions that make return or destruction infeasible. If Covered Entity or Business Associate is in agreement that return or destruction is not feasible, then Covered Entity or Business Associate will agree to extend the protections of this Agreement to the information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or Covered Entity maintains such PHI.

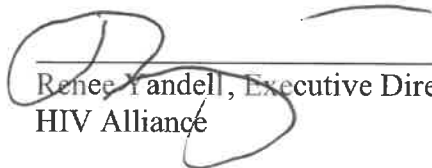
ARTICLE V

MISCELLANEOUS

- 5.1 **Indemnification.** Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Business Associate.
- 5.2 **Regulatory Reference.** A reference in this Agreement to a section in the Privacy Standards, Security Standards or the HITECH Act means the section as in effect or as amended.
- 5.3 **Preemption.** In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Standards, Security Standards or HITECH Act, as amended, the Privacy Standards, Security Standards and the HITECH Act shall control. In the event of an inconsistency between the provisions of the Privacy Standards, Security Standards, the HITECH Act and other applicable confidentiality laws, the provisions of the more restrictive rule will control.

- 5.4 Independent Entities. None of the provisions of this Agreement is intended to create, nor shall any be construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.
- 5.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
- 5.6 Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Standards, Security Standard, the HITECH Act and any future regulations, statutes or other guidance concerning HIPAA or HITECH that may affect this Agreement.
- 5.7 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.
- 5.8 Survival of Terms. The obligations of Business Associate under Article II and III of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Standards, Security Standards and the HITECH Act.

Date: 7/15/21



Renee Vandell, Executive Director
HIV Alliance

Date: 7/15/21

Mary Faith Bell, Chair
Tillamook County Board of Commissioners

Our Mission . . . To protect and promote the health of all people in Tillamook County.

801 Pacific Ave * P.O. BOX 489 * Tillamook, OR 97141

Phone: (503) 842-3900 or 1-800-528-2938

Fax: (503) 842-3903 * TTY: Oregon Relay Service 1-800-735-2900

**EXHIBIT C: AUTHORIZATION
TO USE/DISCLOSE HEALTH INFORMATION**

I authorize: _____
(Name of physician/physician group)

to use and disclose a copy of the specific health and medical information described below regarding:

_____ (Name of patient) _____ (Date of Birth)

consisting of: _____

(Describe information to be used/disclosed with dates)

to: _____
(Name and address of recipient or class of recipients)

for the purpose of: _____
(Describe each purpose of disclosure or state "at the request of the individual" if this authorization is initiated by the individual and the individual does not, or elects not to, provide a statement of purpose. Some ROI purposes may require review by a provider.)

If the information to be disclosed contains any of the types of records or information listed below, additional laws relating to the use and disclosure of the information may apply and may require review from a provider. I understand and agree that this information will be disclosed if I place my **initials** in the applicable space next to the type of information.

- | | |
|-----------------------------------|--|
| _____ HIV/AIDS information | _____ Mental health information |
| _____ Genetic testing information | _____ Drug/alcohol diagnosis, treatment, or referral information |

I understand that I am authorizing HIV Alliance to act on behalf of the Community Health Center for my care. I further understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure and no longer be protected under federal law. However, I also understand that federal or state law may restrict re-disclosure of HIV/AIDS information, mental health information, genetic testing information

Your health care and payment for that health care cannot be conditioned upon receipt of this signed Authorization unless your health care or treatment is for the purpose of:

- (1) Creating health information about you to be disclosed to a third party; or
- (2) For the purpose of research.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone. To revoke this authorization, please send a written statement to _____ (contact person) at _____ (address of person/entity disclosing information) and state that you are revoking this authorization.

Unless revoked, this authorization will expire on the earlier of _____ (date), 180 days from the date of signing, or the end of the period reasonably needed to complete the disclosure for the above described purpose.

and drug/alcohol diagnosis, treatment or referral information

I have read this authorization and I understand it.
By: _____ Date: _____
(Patient or personal representative)

Description of personal representative's authority: _____