

October 19, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with Multnomah County for STD and HIV Clinic Services to eligible Clackamas County residents. Agreement value is \$115,000 for one year. Funding is through the Oregon Health Authority. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|--------------|
| Previous Board Action/Review | 10/17/2023-Briefed at issues | | |
| Performance Clackamas | 1. To assist individuals and families in need to be healthy and safe 2. To increase community safety and health 3. To continually improve the efficiency and effectiveness of services | | |
| Counsel Review | Yes | Procurement Review | No |
| Contact Person | Philip Mason-Joyner | Contact Phone | 503-742-5956 |

EXECUTIVE SUMMARY: Low-barrier, culturally competent clinical services for prompt evaluation and treatment of sexually transmitted infections (STIs) is an essential component of activities to reduce the physical, emotional, and reproductive health impacts of STIs and HIV and to reduce disparities in disease morbidity. In a modernized public health system, it benefits the public to have access to a dedicated regional public health clinic reaching high-risk individuals and communities as part of a broader healthcare system.

The STD clinic located in Multnomah County is a designated training site for medical providers. It provides consultations and continuing medical education to increase the sexual health clinical expertise of the broader health care system. The Multnomah County STD Clinic has historically served the region without excluding any client based on county of residence.

This intergovernmental agreement with Multnomah County is to sustain HIV testing, HIV Pre-exposure prophylaxis (PrEP) navigation, and prescribing as part of an integrated STD clinic on behalf of Clackamas County residents. This is a one-time allocation of \$115,000 funds from the Early Intervention Services and Outreach (EISO) grant from the Oregon Health Authority and does not use county general funds.

Through this arrangement, Multnomah County will provide Clackamas County residents access to the same HIV/STI clinical services made available to Multnomah County residents. Services include:

- HIV/STI testing and treatment
- Management of test results
- Presumptive STI treatment, when clinically indicated
- HIV Pre-exposure Prophylactic (PrEP) prescription and monitoring
- Mpox and hepatitis C vaccine
- Counseling, health education, and referrals

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RECOMMENDATION: Staff recommends that the Board of County Commissioners approve this Intergovernmental Agreement #10997.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook,
Director of Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND MULTNOMAH COUNTY**

Contract #10997

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Multnomah County (Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2024, whichever is sooner.
2. **Scope of Work.** The County agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The Agency agrees to pay County, a sum not to exceed **one hundred fifteen thousand (\$115,000)** for accomplishing the Work required by this Agreement. The award period of this agreement is July 1, 2023 through June 30, 2024.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its

officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. **Kim Toevs** or their designee will act as liaison for the Agency.

Contact Information:

kim.e.toevs@multco.us (503) 988-8764

Anna Summer or their designee will act as liaison for the County.

Contact Information:

ASummer@clackamas.us

10. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County or Agency of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. County and Agency, by execution of this Agreement, hereby consent to the in personal jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby

integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Agency shall promptly deliver these materials to the County’s project manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County’s request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe

this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.

- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Multnomah County

Chair, Board of County Commissioners

Valdez Bravo / wj

Valdez Bravo, Interim Director,
Multnomah Co. Health Department

Date

09/11/2023

Date

Exhibit A SCOPE OF WORK

Clackamas IGA Multnomah County STD Clinic Support

Low barrier, culturally competent clinical services for prompt evaluation and treatment of sexually transmitted infections (STIs) is an important component of activities to reduce the physical, emotional, and reproductive health impacts of STIs and HIV, and to reduce disparities in disease morbidity. In a modernized public health system, a dedicated regional public health clinic has demonstrated utility reaching highest risk individuals and communities as part of a broader health care system.

The STD clinic is a designated training site for medical providers and provides consultations and continuing medical education to increase the sexual health clinical expertise of the broader health care system. The Multnomah County STD Clinic has historically served the region without excluding any client based on county of residence.

This IGA is to sustain HIV testing, HIV PrEP navigation and prescribing, as part of an integrated STD clinic, on behalf of Clackamas county residents continued access to services at the clinic.

Clackamas County will provide \$115,000 of HIV EISO funds for EISO allowable activities in accordance with the terms of Section 4 of this Contract above.

Multnomah County will provide Clackamas County residents access to EISO allowable activities as well as all appointment-based HIV/STI clinical services made available to Multnomah County residents at the MCHD Public Health Clinic in accordance with the program's ongoing patient eligibility criteria, and regardless of county of residence.

Services at the clinic include:

- -HIV/STI testing and treatment
- -Management of test results
- -Presumptive STI treatment when clinically indicated
- -HIV Pre-exposure Prophylactic prescription and monitoring
- -Mpox and HCV vaccine
- -Counseling, health education, and referrals

All services are provided in compliance with relevant healthcare laws. No patient is denied services based on insurance status or ability to pay. Multnomah County will cover costs associated with Clackamas County residents seeking services beyond the available EISO funds. Multnomah County will submit mandatory de-identified OHA/CDC/HRSA HIV testing behavioral/demographic data in accordance with Intergovernmental Agreement #180003 with Oregon Health Authority, page 132 and 133, Exhibit C attached. Multnomah County will submit an annual report to Clackamas County reporting on the county of residence of all client visits to the STI clinic. This report must identify the total number of Clackamas County residents seen at the clinic as well as that number reflected as a percentage of total visits.

Priority access is provided for clients being referred by regional LHD STD/HIV Disease Investigation Specialists. Clackamas DIS can call the clinic on behalf of their contacts/cases to set up appointments. These clients will be given the same priority as Multnomah County DIS clients.

Exhibit B - Budget

| HIV Prevention - FY24 LPHA Line Item Budget - Multnomah County | | | | | | | | FY24 Award Amount: \$115,000 |
|---|----------------|--|--|--------------------------------|----------------|---------------|-------------------|--------------------------------------|
| Complete all yellow shaded areas and cell values colored blue. | | | | | | | | |
| For assistance, contact: Olga Kraynik 971-260-7125; Olga.Kraynik2@oha.oregon.gov | | | | | | | | |
| County: Multnomah | | | | | | | | |
| Completed by: Linda Daniels | | | | | | | | |
| Date Completed: 06/22/; | | | | | | | | |
| IMPORTANT: | | | | | | | | |
| 1. This form must be completed by staff responsible for program budgets and fiscal monitoring. | | | | | | | | |
| 2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor. | | | | | | | | |
| Budget Categories | Description | | | | | | | (A) Services / Costs Sub-Total |
| A) Personnel | | Name & Title | Annual Salary & Fringe (Direct Services) | FTE based on 2080 hr work year | Rate / hr | Hrs / mo | # of mo. budgeted | Total |
| | <i>Example</i> | Jane Doe, R.N. | \$38,750.00 | 0.50 | #DIV/0! | 0.00 | 12 | #DIV/0! |
| | 1 | Kathleen Miller, M.A. | \$60,929.00 | 0.85 | \$29.29 | 147.33 | 12 | \$51,790 |
| | 2 | | | | \$0.00 | 0.00 | 12 | \$0 |
| | 3 | | | | \$0.00 | 0.00 | 12 | \$0 |
| | 4 | | | | \$0.00 | 0.00 | 12 | \$0 |
| | 5 | | | | \$0.00 | 0.00 | 12 | \$0 |
| | Total | | \$60,929.00 | 0.85 | \$29.29 | 147.33 | | \$51,790 |
| B) Fringe Benefits | | Personnel Costs | Fringe Benefit Rate % | | | | | Total: |
| | | \$51,789.65 | 81.14% | | | | | \$ 42,022.12 |
| C) Travel | | Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.625 / mile. Do not budget mileage on county owned cars. | | | | | | |
| | Item | Detail | | | | | | |
| | 1 | | | | | | | \$0.00 |
| | 2 | | | | | | | \$0.00 |
| | Total | | | | | | | \$0.00 |
| D) Equipment | | Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved. | | | | | | |
| | Item | Detail | | | | | | |
| | 1 | | | | | | | \$0.00 |
| | 2 | | | | | | | \$0.00 |
| | Total | | | | | | | \$0.00 |
| E) Supplies | | List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award. | | | | | | |
| | Item | List item and cost | | | | | | |
| | 1 | Medical supplies | | | | | | \$633.00 |
| | 2 | | | | | | | |
| | Total | | | | | | | \$633.00 |
| F) Consultants | | List all consultant costs and area in which consultative services are to be provided | | | | | | |
| | | Summarize cost for each consultant | | | | | | |
| | 1 | | | | | | | \$0.00 |
| | 2 | | | | | | | \$0.00 |
| | Total | | | | | | | \$0.00 |
| G) Other | | List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, purpose of the incentive, and how incentive is to be used and tracked. For negotiable incentives, e.g., gift cards, a copy of cash handling procedures must be submitted with any request for incentive use. Any costs that are allocated costs must include allocation method. | | | | | | |
| | Item | Detail | | | | | | |
| | 1 | Information technology allocation - IT support, hardware and software maintenance @ \$7,450 per PC | | | | | | \$7,450.00 |
| | 2 | | | | | | | \$0.00 |
| | Total | | | | | | | \$7,450.00 |
| H) Contractual | | List all subcontracts, submit a separate line item budget for each contractor | | | | | | |
| | Item | Subcontracted Agency | | | | | | |
| | 1 | | | | | | | \$0 |
| | 2 | | | | | | | \$0 |
| | Total | | | | | | | \$0 |
| I) Total Direct Costs | Sum of A - H | | | | | | | |
| | Total | | | | | | | \$101,895 |
| J) Indirect Costs | | Multnomah County's predetermined indirect rate for FY24 is 13.97% applied to all personnel charges | | | | | | |
| | Item | | | | | | | \$13,106 |
| | Total | | | | | | | \$13,106 |
| Total must match FY24 award amount - sum of I & J | | | | | | | \$115,000 | |

Exhibit C Reporting Requirements

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- h.** HRSA funding has minimum activity and reporting requirements. In addition to the activities and requirements listed above, all providers of HIV EISO Services are required to submit the following by March 30 of each year:
- (1)** A staffing plan and organizational chart submitted with yearly budgets.
 - (2)** Mid-Year Progress Report and Annual Progress Report.
 - (3)** An Outreach Services Work Plan, to include the following required elements:
 - (a)** Priority Populations for Outreach Services
 - (b)** Specific methods for reaching Priority Population(s) and recruiting into services (e.g., use of social media, events, plans to engage community and public health partners)
 - (c)** Policies and standard operating procedures (e.g., for HIV testing, referrals, PrEP navigation, and retention/follow-up with HIV-negative clients, linkage to Ryan White HIV/AIDS Program Services for HIV-positive clients)
 - (d)** A process map/flow chart detailing service and referral pathways, including expected times for getting HIV positive and HIV negative clients into services.
 - (e)** A strategy map delineating key activities and how they connect to EISO Program goals
 - (f)** Service goals/metrics for each Priority Population
- i.** In addition to the requirements in this Program Element, all EISO Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality and reporting requirements:
- (1)** Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011.
<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
 - (2)** All HIV testing data is entered directly by providers into Evaluation Web, the CDC's database system for HIV testing, or through a pre-approved data export process. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). LPHA staff needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (3)** All EISO data shall be entered into Orpheus, Oregon's integrated electronic disease surveillance system, on an ongoing basis in the EISO interface. An EISO Orpheus Data Entry Guide to assist in correct and consistent reporting will be provided by OHA. All LPHA staff that provide EISO Services will participate in twice yearly EISO data cleaning and participate in annual evaluation of data. OHA will provide data elements at end of second quarter and end of fourth quarter.
 - (4)** Establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to any employee, volunteer or subcontractor for a verified breach of the confidentiality requirements as outlined in this Program Element.

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- (5) Report to the OHA the nature of confirmed breaches by LPHA staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element within 14 days from the date the breach was confirmed.
- j. Acceptable use of financial awards for HIV EISO activities include:
 - (1) Staffing and structure for programs addressing goals, objectives, strategies and activities described above.
 - (2) Collaborative work with other agencies furthering HIV EISO work.
 - (3) Advertising and promotion of activities for Priority Populations.
 - (4) Travel costs.
 - (5) Purchase and/or production of program materials.
 - (6) Necessary office equipment and/or supplies to conduct EISO activities, excluding furniture unless approved by OHA.
 - (7) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with Priority Populations. This includes monitoring and evaluation trainings.
 - (8) Documentation, meetings, and preparation related to conducting programs.
 - (9) Supervision, data collection and review and quality assurance activities.
 - (10) Participation in planning, task force and other workgroups.
- k. **EISO funds shall not be used to pay for:**

Actual HIV tests or test kits; PE7 funding allows for HIV tests and test kits and should be used for this purpose. EISO funds are intended as a resource of last resort; if an LPHA can justify why PE7 funds are unable to be used, or other resources leveraged, for HIV tests, LPHAs can submit a request to use EISO funds for this purpose. This will require OHA approval.

EISO funds shall not be used for STI tests or STI test kits or to pay cash to service clients, pay for PrEP or STI medications. EISO funds may not be used to pay for harm reduction supplies or services, such as Syringe Service Programs, syringes, cookers, cotton, or other drug paraphrenia. FTE must primarily be allocated to EISO primary/core activities but may be delivered in support of other prevention activities.

Due to the variability of these funds, LPHAs are encouraged to leverage Ryan White Part A and B monies, as well as insurance and other reimbursement to pay for and support sustainable EISO Services.
- l. **Subcontracted Services.** LPHAs may use all or some of HIV EISO funds to subcontract with other LPHAs or community-based organizations for delivery of EISO Services. LPHA must ensure each subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each subcontractor:
 - (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Submits a strategy map delineating key activities and how they connect to EISO Program goals.