



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 23, 2019

Department: Health & Human Services Agenda Planning Date: January 17, 2019 Time required: 10

Audio/Visual aids

Contact: Katrina Rothenberger, Division Director Phone: 503-373-3787

Department Head Signature: [Signature]

TITLE Oregon Health Authority 2018-2022 IGA #155917 for HIV Early Intervention & Outreach Services, Amendment 1 (HE-1953-17)

Issue, Description & Background OHA Public Health Division Center for Public Health Practices issued IGA #155917 to Marion County Health and Human Services (MCHHS) on January 1, 2018 to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown, but are at significant risk of HIV acquisition. The IGA's period of performance is through January 1, 2018 through December 31, 2022. The original IGA provided funds for the first year only; \$290,277. Amendment 1 provides the following; amends the maximum not-to-exceed funds from \$290,277 to \$466,256, replaces Exhibit A, Part 1 "Statement of Work" in its entirety, amends Exhibit A, Part 2 "Payment and Financial Reporting" to add year 2 funding in the amount of \$175,979, and updates "Notice" language for both the State and County point of contacts.

Financial Impacts: The original IGA was funded at \$290,277 for January 1, 2018 - December 31, 2018. Amendment 1 adds \$175,979 in funds effective January 1, 2019 through December 31, 2019. The new total IGA funding is a not-to-exceed amount of \$466,256.00

Impacts to Department & External Agencies Health and Human Services Department anticipates no impacts to other departments or agencies as a result of this amendment.

Options for Consideration: 1. Approve Amendment 1 to IGA #155917. 2. Deny approval of Amendment 1 to IGA #155917. 3. Take no action at this time.

Recommendation: The Health and Human Services Department recommends approval of Amendment 1 to IGA #155917; HIV Early Intervention & Outreach Services.

List of attachments: IGA #155917; HIV Early Intervention & Outreach Services, Amendment 1.

Presenter: Katrina Rothenberger, MCHHS Public Health Division Director

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

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Copies to:

Linda Wilson, [lwilson@co.marion.or.us](mailto:lwilson@co.marion.or.us)



# Contract Review Sheet

Contract #: HE-1953-17

Person Sending: Linda Wilson Department: Health

Contact Phone #: 503-361-2792 Date Sent: \_\_\_\_\_

Contract  Amendment # 1  Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: IGA#155917; HIV Early Intervention & Outreach Services

Contractor's Name: OHA; Public Health Division

Term - Date From: January 1, 2018 Expires: December 31, 2022

Contract Total: \$290,277.00 Amendment Amount: \$175,979.00 New Contract Total: \$466,256.00

Source Selection Method: Special Procurement (attach approval) # \_\_\_\_\_

### Additional Considerations (check all that apply)

- Board Order # \_\_\_\_\_
- Incoming Funds
- Independent Contractor (LECS) approval date: \_\_\_\_\_
- Insurance Waiver (attach)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

### Description of Services or Grant Award:

**IGA #155917 is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown, but are at significant risk of HIV acquisition. IGA is funded annually. Year 1 (1/1/18 - 12/31/18) was funded \$290,277. Amendment 1: provides the following; amends the not-to-exceed funds from \$290,277 to \$466,256, replaces Exhibit A, Part 1 "Statement of Work" in its entirety, amends Exhibit A, Part 2 "Payment and Financial Reporting, add YR. 2 funds, \$175,979 and updates "Notice" language for State & County point of contacts.**

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_  To be filed  Added to master list

Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures



**Agreement Number 155917**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Agreement Number **155917** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Marion County**  
**PO Box 14500**  
**Salem, Oregon 97309**  
**Phone: 503-588-5403**  
**Email: [wzieker@co.marion.or.us](mailto:wzieker@co.marion.or.us)**  
**[LWilson@co.marion.or.us](mailto:LWilson@co.marion.or.us)**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. The face page of the contract is hereby amended to update OHA's Contact information as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

**Marion County**  
**PO Box 14500**  
**Salem, Oregon 97309**  
**Attn: Wendy Zieker, Program Manager**  
**Phone: 503-588-5403 361-2693**  
**Email: ~~trobenson@co.marion.or.us~~ [wzieker@co.marion.or.us](mailto:wzieker@co.marion.or.us)**

Public Health Division  
Center for Public Health Practices, HST Section  
800 NE Oregon Street, Suite 1105  
Portland, Oregon 97232  
Agreement Administrator: ~~Adele Broberg~~ **Joshua Ferrer**  
Telephone: 971-673-1395 **0149**  
E-mail address: ~~adele.m.broberg~~ **joshua.s.ferrer@state.or.us**

- b. Section 3 “**Consideration**” is hereby amended to increase by \$175,979.00 the current maximum not-to-exceed amount of “\$290,277.00” to a new maximum not-to-exceed amount of “**\$466,256**”.
- c. As of January 1, 2019, the Exhibit A, Part 1 “Statement of Work” is deleted and hereby replaced in its entirety with the attached Statement of Work.
- d. As of January 1, 2019, Exhibit A, Part 2 “Payment and Financial Reporting” section 2, is hereby amended to add year 2 funding with the attached Payment and Financial Reporting.
- e. **Exhibit B, Standard Terms and Conditions, Section 25. “Notice” OHA** address only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

**OHA:** Office of Contracts & Procurement  
~~250 Winter Street, Room 309~~ **635 Capitol Street NE, Suite 350**  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- 4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
  - a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;

d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** Marion County, Oregon

**Street address:** PO Box 14500

**City, state, zip code:** Salem, OR 97309

**Email address:** lwilson@co.marion.or.us

**Telephone:** ( 503 ) 361-2792 **Facsimile:** ( 503 ) 364-6552

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

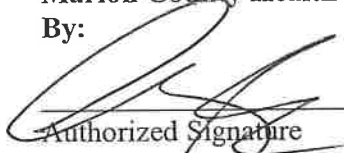
**Workers' Compensation Insurance Company:** Marion County is self insured

**Policy #:** \_\_\_\_\_ **Expiration Date:** July 1, 2009 until cancelled

**5. Signatures.**

**Marion County Health and Human Services**

By:

  
\_\_\_\_\_  
Authorized Signature  
Administrator

Title

Cary Moller  
\_\_\_\_\_  
Printed Name

1/11/19  
\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General on December 19, 2018; email in contract file.

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

**OHA-Public Health**

Approved via email by Barbara Keepes on December 18, 2018; email in contract file.



State of Oregon  
Intergovernmental Agreement  
HIV Early Intervention and Outreach Services

MARION COUNTY SIGNATURE PAGE

MARION COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

 1/9/19  
\_\_\_\_\_  
Katrina Rothenberger, Division Director Date

Fund Verification      Service Code: Various  
Account: Various

 1/9/19  
\_\_\_\_\_  
Jeremiah Elliot, Sr. Administrative Svcs Mgr Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Administrative Officer      Date

\_\_\_\_\_  
Marion County Legal Counsel      Date

\_\_\_\_\_  
Marion County Contracts and Procurement      Date

**EXHIBIT A**  
**Part 1**  
**Statement of Work**

**1. Purpose:**

The purpose of this Agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown but are at significant risk of HIV acquisition. County shall perform services under the Health Resources and Services Administration (HRSA)-approved Service Categories of Early Intervention Services and Outreach Services. Ryan White Part B program funds will be used to support County's HIV Early Intervention and Targeted Outreach Services over the next five years. These funds have been allocated on a time-limited basis to support the establishment and/or enhancement of existing intervention and outreach services to people living with and at risk for HIV in communities that could most benefit. For the purpose of this Agreement, the continuum of these services (Early Intervention Services and Outreach Services) will be referred to as EISO Services;

**Definitions:**

- **Early Intervention Services**, as defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- **HRSA** is the United States Health Services & Resources Administration, which funds the Ryan White CARE Act.
- **Outreach Services**, as defined by HRSA/Ryan White Program Guidance, "are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.
- **PLWH** means people living with the human immunodeficiency virus.
- **Program Income** means gross income earned by the County and its subcontractors that is directly generated by activities funded in this contract.
- **Pre-exposure prophylaxis (or PrEP)** is an HIV prevention approach in which people at very high risk for HIV take HIV medicines daily to lower their chances of getting infected. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- **STI** means Sexually Transmitted Infections.

HRSA/Ryan White Program funds are intended to supplement, not supplant, existing services intended to achieve the same outcomes and must be provided in coordination with local prevention efforts. This Agreement supports Oregon's End HIV Oregon goals of testing, prevention, and treatment. (See <https://www.endhivoregon.org/>)

This Agreement will provide funding for County's EISO services outlined in the Statement of Work for a maximum of five years. Services provided must align with Oregon's Integrated HIV Prevention and Care Plan, 2017-2021. This Agreement is not renewable after the maximum five- year period.

**2. Required County Services:** County shall provide the following services.

**2.1 Outreach Services**

**2.1.1 Purpose:**

The purpose of Outreach Services is to identify individuals who:

- Do not know their HIV status and refer them to services to help them learn their status
- Know their HIV-positive status and are not in care and help them connect to HIV care and services

**2.1.2 Eligibility:**

To qualify, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

**2.1.3 Activities:**

Activities outlined below must be:

- Planned in coordination with local HIV prevention outreach programs to avoid duplication of effort
- Targeted to communities or local establishments that are frequented by members of any populations at disproportionate risk for HIV infection (no broad-scope awareness activities)

**2.1.3.1 Outreach Activities:** In general, outreach activities are client engagement strategies delivered in community-based settings. Specific activities to be defined by County, as described in initial proposal and addenda.

**2.1.3.2 Follow up on PLWH with a new syphilis or gonorrhea diagnosis and their contacts:** County will interview all known PLWH with a new syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services. All contacts will be offered needed services, including HIV and STI testing. During the process of offering partner services, County will also offer PLWH assessment, health

literacy/education, referrals, and linkage to care services, as appropriate, and as described in EIS, Section 2.2 below.

**2.1.3.3 Reconnecting previously diagnosed, but out of care:** County will begin to build capacity for delivering EISO Services (as described below, in Sections 2.2) by the end of year 2 and through the remainder of the project period to clients who were previously diagnosed HIV positive, but have fallen out of care (e.g., referred by OHA Surveillance through Data-to-Care efforts, ADAP terminations, or other means).

**2.1.3.4 Referral to Early Intervention Services, HIV Testing Services, and Partner Services, as appropriate:** County shall ensure that the following groups of individuals receive needed services, to include HIV testing, EIS, and/or partner services. (Partner Services includes interviews for sex and needle sharing partners, offers to conduct partner notification, and provision of HIV and STI testing to all contacts):

**2.1.3.4.1** Individuals of unknown HIV status with a new syphilis and/or rectal gonorrhea diagnosis

**2.1.3.4.2** Individuals with a new HIV or STI diagnosis identified through EISO Services activities.

## **2.2 HIV Early Intervention Services**

### **2.2.1 Purpose**

The purpose of HIV Early Intervention Services is to identify people living with HIV, refer them to services, link them to care and provide health education and literacy training to assist with navigating HIV care and support services

### **2.2.2 Eligibility**

**2.2.2.1** To qualify for HIV Testing, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

**2.2.2.2** To qualify for additional services under EIS, individuals must have a documented positive HIV status and self-attest to Oregon residence.

### **2.2.3 Activities**

**2.2.3.1 HIV Testing:** County shall provide HIV Testing to individuals at elevated risk, as described below. Individuals who test positive for HIV will be offered all of the EISO Services described in 2.2.3.2 through 2.2.3.5; contacts who test negative will be educated about PrEP, offered

enrollment in Oregon Reminders, and as appropriate, referred into PrEP navigation and other prevention services.

**2.2.3.1.1 Outreach testing:** County will offer outreach testing for HIV and STIs to populations at risk, with a focus on unmet local needs, underserved populations, and populations disproportionately impacted by HIV/STI. Outreach testing may be delivered in a variety of ways, depending on local needs, but should meet the following HRSA guidelines: “targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior and conducted at times and in places where there is a high probability that individuals with HIV will be reached.”

**2.2.3.1.2 HIV testing of individuals with a new syphilis or rectal Neisseria gonorrhoea diagnosis.**

**2.2.3.2 Initial contact & enrollment in EISO Services:** County shall initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. County will enroll clients and/or document reasons for non-enrollment.

**2.2.3.3 Assessment and referral:** County shall assess client needs related to sexual health, STI testing, HIV prevention, service needs, and basic life challenges that may interfere with participation in services (e.g., housing, food, alcohol & drug use). County will refer and connect client to services that will facilitate linkage to HIV case management, CAREAssist, medical care, and other services such as syringe exchange, transportation, STI testing, etc.

**2.2.3.4 Health literacy/education:** County shall provide needed education to clients in relevant areas, such as navigating HIV services, including eligibility and application and identifying appropriate providers; HIV/STI prevention; harm reduction; basic HIV medical information; and importance of medical care, adherence to antiretroviral therapy, and viral suppression.

**2.2.3.5 Linkage to care:** County will ensure linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral and ensuring participation in at least 2 visits for HIV medical care, by coordinating with the existing HIV case management system. Two visits for HIV medical care is defined as two separate HIV viral load laboratory tests within 90 days of referral. Depending on client needs and local systems, County may refer HIV+ individuals into existing case management services via active

referral OR may play a more active role in ensuring linkage to HIV medical care (e.g., driving the HIV+ individual to first appointment).

## **2.6 Support of General End HIV Oregon Activities**

County and any sub-contractor of County under this Agreement must promote and actively participate in the Oregon Health Authority End HIV Oregon initiative. Required activities include:

- (1) Participation by one or more sub-recipient/sub-contractor representative(s) in the HIV/VH/STI Integrated Planning Group;
- (2) Displaying the End HIV Oregon logo and website link on sub-recipient and sub-contractor websites;
- (3) Providing sub-recipient and sub-contractor logo for inclusion on the End HIV Oregon website; and
- (4) Ensuring that any promotional materials developed related to services funded by this Agreement includes information about the End HIV Oregon initiative, including the logo and website address.

## **3. Deliverables and Description of Outcomes**

**3.1 Initial Enrollment Data:** The following HRSA-required data elements must be collected for all clients receiving services: HIV status and Residency. For purposes of this requirement, client self-reported residency documentation is permissible.

**3.2 Early Intervention & Outreach Services/Orpheus-Based Service Measures.** County shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. A definition/data dictionary to assist in correct and consistent reporting will be provided by OHA. County shall run reports on the schedule delineated in (4) Delivery Schedule section below:

### **3.2.1 HIV Clients/HIV Positive Status**

- HIV case interviewed
- EISO enrolled
- Contacts named and tested for HIV
- EISO services provided:
  - Referred to care
  - Other STI Testing
  - Signed up for Oregon Reminders
  - Referred for Alcohol/Drug Treatment
  - Referred for Housing Assistance
  - Referred for Syringe Exchange

### 3.2.2 Syphilis or Gonorrhea Clients, HIV Status Unknown

- Syphilis or gonorrhea case interviewed
- Contacts named and tested for HIV
- Case enrolled in EISO
- EISO services provided:
- Referred to care
- Other STI Testing
- Signed up for Oregon Reminders
- Referred for Alcohol/Drug Treatment
- Referred for Housing Assistance
- Referred for Syringe Exchange

**3.2.3 Early Intervention & Outreach Services/Orpheus-Based Outcome Measures.** OHA HIV Surveillance will run ongoing reports from the Oregon Public Health Epidemiology User System (ORPHEUS) indicating number of HIV+ EISO Services clients who have received CD4 and viral load testing to measure EISO Services client linkage to care. Reports will be made available to County for quality improvement purposes and to assist with case closure

### 3.3 Early Intervention & Outreach Services/HIV Testing Measures

**3.3.1** County shall record all HIV tests conducted as part of EISO Services on an OHA-provided HIV Test Form. All data elements from the OHA HIV Test Form shall be entered into an OHA-approved HIV Testing Database or provided to OHA via another OHA-approved method on a quarterly basis.

### 3.4 Early Intervention & Outreach Services Graduation Measures

**3.4.1** A client shall be considered graduated from EISO services using the following criteria:

- HIV+ Clients – Newly Diagnosed or Out of Care:  
Documentation of EISO services offered and provided;  
documentation of two visits for HIV medical care defined as two separate HIV viral load laboratory tests within 90 days of referral from OHA HIV Surveillance.
- Other HIV+ Clients with a new Syphilis or Gonorrhea Diagnosis: Documentation of EISO services offered and provided; documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis.
- HIV Status Unknown Syphilis or Rectal Gonorrhea Clients:  
Documentation of EISO services offered and provided;

documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.

- Contacts to the above clients: Documentation of EISO services offered and provided; documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30-days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact investigation.

3.4.2 A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.

**3.5 County Meetings and Learning Community:** County shall participate in all required meetings set by OHA, by having at least one key County staff member attend each meeting. These meetings shall include documentation of attendance and participation at the following meetings:

- Regular EISO check-in calls or meetings with the OHA-designated contract monitor at an interval to be determined by OHA.
- Quarterly case review conferencing meetings, held via remote technology. Presentation of an EISO Services case on a regular basis, schedule to be determined by EISO Services learning community, counties and OHA.
- Annual contractor meetings, schedule and location(s) to be determined. The 2019 contractor meeting will be held in Bend on April 23. Travel for at least three staff per grantee should be included in the budget in addition to 1-2 staff for each sub-contracted county, tribal government, and community-based organization.

**3.6 Quality Improvement, Contract Monitoring, and Evaluation:** County will submit all required reports on templates provided by OHA on the schedule delineated below in Section 3.7 Deliverables and Reporting Schedule.

**3.7 Other Locally-Defined Activities:** County will update annually the following items based on the County Project Implementation Plan (Attachment #1):<sup>1</sup> a work plan and strategy map. Contractor shall also annually provide memoranda of understanding or similar documents outlining their relationship with HIV case management provider(s) in their area and description of referral and information sharing processes. EISO Updates will be due on 3/31 annually, per the Delivery Schedule provided in Section 3.7 below.

<sup>1</sup> *The Project Implementation Plan is a general statement of how County will implement EISO activities.*



**3.8 Deliverables and Reporting Schedule.**

County shall submit the following deliverables to the OHA Agreement Administrator on a quarterly basis, according to the following schedules. All deliverables are subject to OHA review and approval.

**Years 2-5 Schedule:\***

<b>Quarter:</b>	<b>Delivery Due by:</b>	<b>Required Deliverable or Report:</b>
--	3/31 of each year (2019-2022)	Updated work plan, and strategy map,. Memoranda of understanding or similar document outlining HIV contractor’s relationship with case management provider(s) in their area and description of referral and information sharing processes. If applicable, a copy of any new or revised agreements with subcontractors.
1	4/30 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
2	7/31 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
3	10/31 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
4	1/31 of each year (2020-2022)	EISO Services Data Report, EISO Services Progress Report, testing data OHA-approved database or equivalent

**\*Note:** No County obligation to OHA and no OHA obligation to County will arise for any period after Year 1 unless and until an OHA-approved budget for that subsequent period has been incorporated into this Agreement by an amendment.

**4. Billing for Services; OHA Pre-approval Requirement**

If County intends to seek reimbursement for services funded under this Agreement from another payer, County must receive pre-approval from OHA. County shall:

- Return income generated by services funded by this Agreement to the County EISO program
- Utilize income generated by services funded by this Agreement in accordance with the services described in Section 2 Required County Services; and

- Document and report the income generated by services funded by this Agreement to OHA on a semi-annual basis.

5. Disallowed Activities and Services:

Funds and program income generated by services performed under the Agreement shall not be used for the activities and services listed below:

- Direct payment of cash to service recipients. This includes general-use gift cards and other cash incentives;
- Broad-scope awareness activities about HIV services meant to target the general public;
- Purchase of vehicles without prior authorization from the contract monitor or delegate, identified herein;
- Maintenance of privately owned vehicle: No use of Ryan White funds for direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees (**Note: This restriction does not apply to vehicles operated by organizations for program purposes**);
- Employment and employment-readiness services;
- Lobbying activities, to include attempts to influence members of Congress and other Federal personnel;
- Programs or materials designed to promote or directly encourage intravenous drug use or sexual activity;
- Clothing;
- Funeral, burial, cremation or related expenses;
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
- Household appliances;
- Pet foods or other non-essential products;
- Off-premise social/recreational activities or payments for a client's gym membership;
- Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
- Pre-exposure prophylaxis medications;
- HIV test kits;
- Sterile needles or syringes for the hypodermic injection of any illegal drug; and
- STD testing and treatment.

County shall ensure the appropriate use of funds provided under this Agreement and compliance with the above requirements as follows:

- County's internal policies and procedures, memorandums of understanding, subcontracts and agreements shall document that the activities listed in Section 5. above are disallowed and prohibited under this Agreement; and
- County shall allow OHA to review County's subcontracts, work plans, budgets, and policy, financial and procedural documents.

**Exhibit A**  
**Part 2**  
**Payment and Financial Reporting**

2.

Marion County IGA #155917 Early Intervention & Outreach Services End HIV Oregon		
Budget Year 2: January 1, 2019 - December 31, 2019		Amount
Salaries:		
Public Health Nurse/Program Manager, 0.05 FTE		
Program Coordinator 1, 1.0 FTE		
Drug Treatment Case Mgr, 1.0 FTE - Vacant - fill by 3/31/19 or reallocate funds		
Public Health Nurse 2, .20 FTE		
Public Health Nurse 3, 0.05 FTE		
Public Health Worker 1, .20 FTE		
Public Health Worker 1, .20 FTE		
Fringe Benefits @ 71.55%		\$ 85,461
Travel:		
Mileage & Lodging for 3 staff members to attend Or-Epi & 2 subcontractor staff	\$ 2,425	
Mileage for fleet vehicle @ \$0.40 / mile, 2250 miles	\$ 900	
Mileage for staff to attend multiple IPG meetings	\$ 400	
Travel expenses may not exceed GSA rates as published at <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup">https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup</a>		
Supplies:		
Computer equipment for mobile unit	\$ 2,400	
Office Supplies	\$ 500	
Medical Supplies excluding condoms, syringes & HIV testing kits	\$ 500	
Other:		
Cell phones & monthly service fees for 2 phones	\$ 1,200	
Communicable Disease Coalition, meeting supplies for 10-12 meetings	\$ 1,500	
Subcontracts:		
Contractor(s) to be determined - Community Engagement Facilitation contracts including but not limited to the following contractor activities:		\$ 47,000

Work with communities of color to ensure participation in Early Intervention & Outreach Services planning and activities, recruitment & training of bilingual outreach workers, development of marketing strategy & targeted HIV materials, outreach, development of culturally appropriate health literacy/education materials	
Total Direct Expenses	\$ 261,722
Indirect/Administrative (limited to 10% max)	\$ 26,172
Total	\$ 287,894
Total Contract Amount:	\$ 287,894