

HDC.268
INTERLOCAL AGREEMENT
RCW 39.34

A. **EFFECTIVE DATE:** January 1, 2009

B. **PARTIES:** The Parties to this agreement are Clallam Health and Human Services, hereinafter referred to as LHJ, and Clark County, a municipal sub corporation of the State of Washington, hereinafter referred to as County.

C. **PREMISES:** This agreement is made on the following premises:

1. County has been designated as "Lead Agency" for Region VI, State of Washington, for all purposes pursuant to RCW 70.24.
2. The remainder of the parties is county health departments or health districts within Region VI. The parties desire to enter into this Interlocal Agreement to work cooperatively for all purposes pursuant to RCW 70.24.

D. **GENERAL PROVISIONS:** Based on the mutual covenants contained herein, the parties agree as follows:

1. Duration. This agreement supersedes all prior agreements and amendments pursuant to RCW 70.24 between the parties.
2. Purposes. The parties enter into this agreement for the following purposes:
 - (a) To implement the requirements of RCW 70.24, the AIDS Omnibus Legislation of 1988.
 - (b) To implement the requirements of the Ellensburg Agreement, attached hereto and incorporated herein as Attachment "A".
3. Objectives and Methods. The individual program objectives to be achieved by the LHJ under this agreement, and the methods to be used in achieving those objectives, are those described in this agreement.

4. Method and Amount of Funding. Funding for the execution of this agreement shall be obtained from County. Consideration for the period January 1, 2009 through December 31, 2009, is \$58,676 for those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "B". The LHJ shall submit an invoice for each quarter of the calendar year to the County accompanied by a narrative report documenting the LHJ's success and challenges in completing the statement of work in that quarter. Invoices shall be submitted as set forth in Attachment "D" for each quarter and are due within thirty days of the end of each quarter. Upon receipt of properly executed invoices, and all other reports due for the period, County shall pay the LHJ for its expenses for the quarter for completed and documented work. Invoices shall be mailed to the Region VI AIDS Network, at the address contained in this Agreement. The LHJ shall collect and maintain sufficient information to justify the costs listed in invoices submitted to the County, and make such records available to the Region 6 office at the request of the County. Examples of such records include but are not limited to:

- a) Photocopies of invoices, receipts or packing slips for which financial reimbursement is requested. Receipts/invoices/packing slips must clearly show what was purchased with funds made available under this Agreement.
- b) If the County is not being charged the full amount of the expense for which reimbursement is being requested a record indicating the amount that is being charged to the County shall be added to the receipt, invoice, or packing slip.
- c) Evidence that payment has been made.
- d) Backup documentation (timesheet) is required for employee wages.
- e) A chart of accounts that demonstrates that funds included in this Agreement were used to implement Intervention Plans attached hereto and incorporated herein (Attachment "E"), for those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "B".

5. Definitions. If used in this contract, the following terms shall have the meanings set forth below:

- (a) "Capital expenditure" shall mean expenditures resulting in the acquisition of or addition to fixed assets.
- (b) "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract
- (c) "Common Rule" shall mean OMB Circular A-102 which is applicable to state and local governments that receive/expend federal grants and other federal assistance.
- (d) "LHJ" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract.
- (e) "Contracting Officer" shall mean the person assigned those responsibilities within the County and his/her delegates within that office.

- (f) "County" shall mean Clark County Public Health, any division, section, office, unit or other entity of the County or any of the officers or other officials lawfully representing the County.
- (g) "Equipment" Shall mean an article of non-expendable, tangible property other than land, buildings, or: fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more.
- (h) "Estimated payment" shall mean a pro-rated monthly fraction of the program contract award.
- (i) "Federal financial assistance" shall mean assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.
- (j) "Fixed Assets" shall mean tangible assets acquired through donation, gift, and purchase: capital lease, or construction with a service life of more than one year.
- (k) "Grant" shall mean a contribution or gift of cash or other asset to be used or expended for a specified purpose, activity, or facility.
- (l) "Personal information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers; and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes including 42 CFR Part 2, chapter 70.02, RCW, chapter 70.24 RCW and chapter 71.05 RCW.
- (m) "Subcontractor" shall mean a non-employee of the LHJ who is performing all or part of those services under this contract under a separate contract with the LHJ. The term "subcontractor" and subcontractors" shall apply to subcontractor(s) in any tier.
- (n) "Sub recipient" or "Sub grantee" shall mean a LHJ which expends federal awards received from the County (a pass-through entity) to carry out a federal program. A sub recipient may also be a recipient of other federal awards offered directly from a federal awarding agency. Payment received for goods or services provided as a vendor would not be considered federal awards and thus not subject to audit review as such. A sub recipient is an LHJ which: determines who is eligible to receive what federal financial assistance; has its performance measured against the objectives of the federal program; makes programmatic decisions; has the responsibility to adhere to federal compliance requirements; or uses federal funds to carry out the County's programs rather than provide goods and services for a program of another entity.

- (o) "Vendor" shall mean a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a federal program. A vendor operates in a competitive environment and is a provider of goods or services, which are ancillary to the federal program, to many different purchasers during "normal" business hours. A "vendor" does not: determine who is eligible to receive what federal financial assistance; have its performance measured against the objectives of the federal program; make programmatic decisions; have the responsibility to adhere to federal compliance requirements; or use federal funds to carry out the County's programs rather than provide goods and services for a program of another entity.
6. Statement of Work. The LHJ shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment B, Statement of Work. The work performed by the LHJ shall be that set forth in the specific intervention plans included in Attachment E, unless changes to these interventions are approved in writing by the Region 6 AIDSNET Coordinator.
7. Holding of Property. No property shall be held jointly between the parties to this agreement. All property acquired and utilized in furtherance of administration of this agreement shall be the sole property of County. All property acquired and utilized in furtherance of programs carried out by any party to this agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.
8. Administration. Both parties agree to administer all programs funded in full or in part under this Agreement in accordance with all applicable federal, state statutes and contract requirements applicable to each program funded under this agreement, as well as local fire, health, sanitation and other standards prescribed in law, regulations or policies. The parties agree to comply with all applicable federal grants management policies, federal (including HIPAA as outlined in Attachment "F") and state regulations, the Public Health Supplemental Handbook to the State BARS Manual, fiscal policies of the Department and Washington State Department of Health, and written program policies regarding allowable/non-allowable costs payable under this agreement. This includes but is not limited to compliance with: fiscal controls and generally accepted accounting principles to assure proper accounting for funds paid under this Agreement; the requirements of the Single Audit Act Amendments of 1996 and Circular A-133 which require a sub recipient who expends \$300,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133; terms and conditions of Federal OMB Circular A-87 and OMB Circular A-I 02, implemented through applicable portions of the associated "Common Rule" as promulgated in OMB Circular A-IO2 and codified in CFR by the responsible federal agency.
9. Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to the normal completion, County may terminate the agreement under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

10. Records Maintenance. Both parties agree to maintain books, records, documents and other evidence, which are necessary for purpose of audit and sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration, the date of termination, the date of submission of the final financial status report or whichever is later, or until audit finding(s) have been resolved, unless otherwise stated in the program special requirements contained in this Agreement. During this period these records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, or federal auditors.
11. Access to Records and Confidential Treatment of Personal Information. Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the LHJ and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The LHJ shall comply with all provisions as stated in the Budget attached hereto and incorporated in as Attachment C of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The LHJ's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The LHJ shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The LHJ agrees to comply with all federal and state laws -and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The LHJ shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The LHJ shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The LHJ and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The LHJ agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent; unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the LHJ through this contract. The LHJ shall notify the County in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The LHJ will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The LHJ agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the LHJ, its officers, directors, employees, Subcontractors or agents.

Personal Information including, but not limited to, "Protected Health Information" collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. LHJ shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The LHJ agrees to indemnify and hold harmless the County for any damages related to the LHJ's unauthorized use of Personal Information.

12. Fees. The LHJ agrees to collect such fees according to OMB Circular A-IO2 guidelines regarding program income, RCW 70.05.060, and instructions contained in the appropriate program Manual and/or written program policy, in those program areas where fees are collected. The LHJ shall make all reasonable attempts to maximize the collection of funds reimbursable for the services provided under the terms of this Agreement, including collection from third party sources.

13. Information and reporting. The LHJ agrees to provide the necessary information required by the County to assure that program objectives defined in this agreement are met. The County shall provide reporting forms to the LHJ for this purpose and provide technical assistance regarding their use. Where applicable, LHJ agrees to use established reporting methods to report program activities and actual outcomes to the Washington Department of Health, such as the SHARE system, or PEMS. HIV Counseling and Testing reports and surveillance data shall be reported to the Washington Department of Health in a timely manner, as required by Washington State statute and administrative regulation.
14. Qualifications of providers and personnel. The LHJ agrees to comply with all applicable local, state and federal licensing and accrediting requirements or standards necessary in the performance of this Agreement. Professional services rendered pursuant to this Agreement shall be provided by licensed, certified, or competency rated personnel in accordance with state licensing laws, federal requirements, and written program policies.
15. Reporting. The LHJ agrees to utilize all report forms and reporting formats required by the County at the effective date of this agreement.
16. Conflict of interest. The LHJ agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
17. Reconciliation. Within three (3) months of termination of the agreement a document that reconciles expenditures with payments will be submitted to County to assure expenditure of funds in compliance with RCW 70.24. Any unexpended funds will be reimbursed to the County.
18. Governance. This contract is entered into pursuant to and under the authority granted by the law of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.
19. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - i. Applicable federal and state statute and rules.
 - ii. The terms and conditions of this Agreement.

20. Dispute Resolution. Should any dispute arise between any of the parties of this agreement as to the respective rights and duties of any of them under this agreement, the disputing parties agree to submit the dispute to final and binding arbitration if the dispute cannot be resolved by the parties alone. The arbitration shall be conducted before one (1) arbitrator chosen by the disputing parties from the list of arbitrators maintained by the Superior Court Administrator of the Clark County Superior Court. If the disputing parties are unable to agree upon the identity of the arbitrator, any one of the disputing parties shall apply to the Superior Court of Clark County, Washington, which shall then name the arbitrator from the list of arbitrators maintained by the Superior Court Administrator of the Clark County Superior Court. The arbitration hearing shall be conducted in Clark County unless another location is agreed to be the disputing parties or selected by the arbitrator.

21. Notice. All notices envisioned under this agreement shall be given by first class, United States Mail, postage prepaid and addressed as follows:

Clallam County Health and Human Services
and
Clark County Public Health
PO Box 9825
Vancouver, Washington 98666-8825

All notices shall be deemed given no earlier than when properly deposited in the United States Mail. The postmark on the envelope bearing any notice shall be conclusive evidence of the date of the deposit in the mails of the United States.

22. Termination. Except as otherwise provided in this agreement, either party may terminate this agreement upon thirty (30) days written notification to the other party. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination. If any program element covered by this agreement is terminated, all other applicable provisions of the agreement remain in effect unless or until the entire agreement is terminated. If the termination is for default, the County shall determine the extent of the County's remaining obligation under the Agreement. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

23. Method and Amount of Funding. Funds contracted to the County by the Washington State Department of Health for the maintenance of the Region 6 AIDS Services Network, as legislated in RCW 70.24, are the basis for this Agreement. If such funds are increased or reduced, this Agreement shall be amended.

Such amendments will not be necessary for transfers of Washington State Omnibus funds between specific interventions as long as the amount of the transfer does not exceed 10% of the total contracted funds, and as long as at least 50% of Omnibus funds received by the LHJ are utilized to address regional priority interventions.

The Region 6 AIDSNET Coordinator or his /her designee will inform the LHJ in writing of funds transferred between specific interventions and provide an updated invoice as set forth in Attachment D.

- (a) Additional amendments may be made by mutual written consent of LHJ and County.
- (b) No amendment to this agreement involving federal funds received by the County or LHJ shall occur without prior approval from the Washington State Department of Health (DOH). The LHJ shall not transfer any federal funds between interventions or alter the budget contained in this agreement without being notified of such approval by the Region 6 AIDSNET Coordinator.
- (c) Any federal funds received from the County shall be expended to support regional priority interventions.

24. Liability.

- (a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the LHJ in the performance of this agreement shall be the responsibility of the LHJ, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the LHJ, any subcontractor, anyone directly or indirectly employed by the LHJ, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the LHJ or its employees by statute or court decisions.
- (b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this agreement shall be the responsibility of the County and not the responsibility of the LHJ if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (County) or employees, respectively, as provided by statute or court decisions.
- (c) In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the LHJ and the County in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the LHJ and the County to the extent of each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the LHJ, the State, its agencies (the County) or their employees, respectively, as provided by statute or court decisions.

25. Authorization. The persons signing this agreement on behalf of the parties represents that each has authority to execute this agreement on behalf of the party entering into this agreement.
26. Rights to Data. In compliance with chapter 39.29 RCW, the LHJ shall provide access to data generated under this contract to the County. This includes access to all information that supports the findings, conclusions, and recommendations of the LHJ's reports, including computer models and methodology for those models. Data that are delivered under the contract shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this agreement. The LHJ will promptly notify in writing of each notice or claim-or copyright infringement received by the LHJ with respect to any data delivered under this agreement. The County shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ. Records and Documents created and maintained under the terms of this Agreement shall be treated as data.

E. PERFORMANCE REVIEW/PAYMENT:

1. The County shall pay the LHJ as detailed in Attachment "B" Statement of Work, for those services provided herein. For each service area, reimbursed expenditures shall not exceed the amounts outlined.
2. a.) The LHJ and the County agree to review achievement of the contract, requirements as defined in the Statement of Work (Attachment B) or at a minimum in June (mid year) and in December (year-end). If the review of LHJ's performance indicates less than the minimum contract requirements, the County reserves the right to deduct an amount which is in proportion to the ratio of the contracted funds to total program expenditures for that part which has not been performed.

b.) The June mid year reviews will be completed prior to approval and release of payments for June and all further reimbursements. The first December review will be completed prior to release of payment for December and all further reimbursements. The second and final December review is the closeout of the contract period. The final December review will be completed prior to the release of payments for December.

3. The County may withhold payment to LHJs at any time during the contract period if it is determined that the LHJ has not adequately performed the contract requirements or has not submitted the deliverables as defined the Statement of Work (Attachment B). The County may withhold payment equal to the proportion of work performed or proportion of deliverable received and deemed satisfactory by the County.
4. The County will provide a billing form with instructions, upon initiation of this contract as outlined in Statement of Work (Attachment B).
5. In the event funding from state, federal or other sources, shown in Statement of Work (Attachment B) is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate or amend the contract or part thereof under the termination or amendment clause as applicable.

F. SUBCONTRACTS:

The LHJ may subcontract for the provision of any of the services specified in this agreement, subject to the following:

1. The LHJ shall maintain a list of all subcontracts entered into for work under this agreement. The LHJ shall provide a copy of this list and make subcontracts available for review upon request of the County.
2. Any executed subcontract shall require the subcontractor to comply with all applicable terms and conditions of this agreement. The LHJ shall ensure that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the County or as provided by law.
3. In no event shall the existence of the subcontract operate to release or reduce the liability of the LHJ to the County for any breach in the performance of the LHJ' s duties.
4. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

G. ASSURANCES:

The LHJ agrees to the following certifications. Non-compliance with these certifications the agreement may be rescinded canceled or terminated in whole or in part and the LHJ may be declared ineligible for further contracts with the County. The LHJ shall, however, be given a reasonable time in which to resolve such noncompliance. Any dispute may be resolved in accordance with the "Dispute Resolution" procedure set forth herein. In addition, in respect to federal funds, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

1. Assurance is hereby given to the County that the LHJ will comply with RCW 43.70.580.
2. Assurance is hereby given that the LHJ will comply with the Hatch Act (5, U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. LHJ will comply with the Intergovernmental Personnel Act of 1970, ~ amended by Title VI .of Civil Service Reform Act (PL 95-454, Section 4728-4763). LHJ will comply with the Anti-Lobbying Act, T. 31 U.S. C., Section 1352 (Section 319, PL 101-121) as revised by the Lobbying Disclosure Act of 1995 (PL 104-65). Additionally, LHJ will be in compliance with RCW 42.17, Disclosure, Campaign Finances, Lobbying and Records.
3. Assurance is hereby given that the LHJ will comply with PL 93-348 regarding protection of human subjects involved in research development, and related activities supported by this award of assistance.
4. Assurance is hereby given that the LHJ will comply with federal regulation regarding debarment and suspension (45 CFR Part 76) and certifies to the best of its knowledge and belief that it and its subcontractors:
 - (a). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
 - (b). Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c). Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section (b) above, and
 - (d). Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Assurance is hereby given that the LHM will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685 -1686) the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.), Americans with Disabilities Act (42 U.S.C., Section 12101, et seq.), Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; Washington State Law Against Discrimination, Chapter 49.60 RCW, all provisions required by the implementing regulations by the Department of Agriculture and Food and Consumer Service (FCS) directives and guidelines, to the effect that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity provided by this LHM. Additionally, assurance is given to the County that appropriate efforts will be made to (1) identify and encourage the participation of minority, women, and handicapped-owned businesses in subcontracting; and (2) making discrimination a material breach of this Agreement.
6. Assurance is hereby given that the LHM will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed operated, or maintained with such federal funds. The law does not apply to children's services provided in" private residence; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The LHM assures that this language will be included in any sub awards, which contain provisions for children's services.

The LHJ also assures, in addition to compliance with Public Law 103- 227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the LHJ. If activities or services are delivered in facilities or areas that are not under the control of the LHJ (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free, as subject to RCW 70.160, Washington Clean Indoor Air Act.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Attest:

James Richards
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

[Signature]
Chair

APPROVED AS TO FORM ONLY
ARTHUR D. CURTIS

Commissioner

Attorney

By *[Signature]*
Deputy Civil Prosecutor

Commissioner

Attest:

Trish Holden, CMC
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLALLAM COUNTY, WASHINGTON

[Signature]
Howard V. Doherty, Jr., Chair

Approved as to form only by:

[Signature]
Douglas E. Jensen
Senior Deputy Prosecuting Attorney
Clallam County

ATTACHMENT “A”

ELLENSBURG
AGREEMENT

HIV Prevention Planning Retreat -Ellensburg, October 23rd and 24th

The participants in this retreat concluded that given the strengths and weaknesses of HIV Planning processes that were identified by the group, there was a need to clarify the various roles and responsibilities by each of the Planning Agencies and Groups. It was also concluded that all related prevention funding needed to be taken into account, not just CDC prevention funds and that the new planning process should be effective for funding starting January 1, 2000. DOH, AIDSNETs, SPG, and the RPGs should begin determining intermediate dates, due dates, etc. based on the required submission of the federal grant application around October 1, 1999.

At a practical level, this means that the allocation process should target 100% of available CDC resources, and a minimum of 50% of state Omnibus funds available within the region should be responsive to the priorities established by the regional planning process. Not all state Omnibus funds can be allocated through this process, as the AIDSNETs and local health jurisdictions are charged with certain responsibilities under the AIDS Omnibus law.

I. Regional Planning Groups (RPG)

- A. Responsible for regional planning (e.g., needs assessment, identifying populations at risk within the region, prioritization, evaluation, Parity Inclusion Representation) in accordance with the guidance developed for Washington State (see SPG) and the supplemental guidance on HIV prevention community planning issued by the CDC.
- B. Responsible for participation in statewide planning process, including representation on the State Planning Group.
- C. Responsible for letter of concurrence (or nonconcurrence) to DOH that the proposed allocation of resources (CDC and state Omnibus) by the regional AIDSNET is responsive to the priorities established in the regional HIV prevention plan.

II. Regional AIDSNET

- A. For allocation and disbursement of prevention funds for which they are responsible, the AIDSNETs are subject to state and federal law and the Washington State Guidance (see SPG) and Regional Planning processes and priorities.
- B. Provides standardized, periodic reports to the SPG, DOH and Regional Planning groups on its regional prevention activities.
- C. Provides necessary administrative and technical support to the RPG.
- D. Follows-up on recommendations from the DOH and the SPG.
- E. Responsible for the submission of the regional HIV prevention plan to the SPG.
- F. In collaboration with the DOH, develops report formats for: regional prevention plans; proposed allocation of funds; due dates; and other reports.

- G. In collaboration with the SPG, responsible for identifying the need for special training, implementation, and oversight assistance to support new or innovative regional projects to address unmet prevention needs.
- H. Will assist the RPG and SPG on assuring that PIR is met.

III. State Planning Group (SPG)

- A. Responsible to develop an umbrella guidance including both minimum requirements and recommended guidelines for statewide and regional HIV Prevention Planning in Washington State that encompasses all HIV prevention needs and resources in the state; other guidance as requested or agreed to by the RPG; and other guidance as required by the CDC to meet planning requirements.

This guidance should result in HIV prevention plans which includes all of the nine elements of a comprehensive HIV prevention plan as identified by the CDC supplemental guidance.

The umbrella guidance shall include:

- 1. Identification and prioritization of defined populations with HIV prevention needs statewide;
 - 2. A uniform epidemiologic profile that can be supplemented with regionally available data reflecting the fullest picture possible of the epidemic;
 - 3. Standardized guidelines for minimum quantitative and qualitative data collection that can be supplemented with regionally available data;
 - 4. Standardized guidelines for the collection, analysis and use of data for the CRI. Statewide CRI data may be supplemented with other regionally available data;
 - 5. A standard decision-making framework for prioritization of populations at risk and assessment of prevention needs;
 - 6. A listing of effective strategies and interventions for defined populations at risk.
 - 7. Goals for the achievement of parity, inclusiveness, and representation (PIR) at the SPG and RPG levels.
- B. Annually reviews regional plans and proposed AIDSNET allocation of funds to determine the extent to which:
 - 1. The umbrella guidance for planning has been followed in the regional planning process including, but not limited to, PIR.
 - 2. The regional plan adequately describes the process and outcomes of the regional planning process.
 - 3. Materials explain any discrepancies between the priority needs identified in the regional plan and the regional allocation of funds.
 - 4. The RPG letter of concurrence adequately expresses concurrence/ nonconcurrence that the allocation of resources is responsive to the regional plan.
 - C. Develops recommendations to DOH for follow-up with regional AIDSNET if regional priorities and the SPG guidance were not followed during or resulting from the regional planning process.

- D. With staff support from DOH and based on review of regional prevention plans:
1. Identifies statewide unmet needs that may not be identified or addressed by the regional planning process and/or
 2. Recommends special training, implementation, and oversight assistance to support regional innovative projects to address unmet prevention needs.
 3. Develops the statewide HIV prevention plan based on the six regional plans and the identified statewide unmet needs. "Statewide unmet needs" are defined as those that will have a significant impact on HIV transmission in all regions of the state. This does not mean the program or intervention activity is carried out in each region, but does mean that at least five of the six regional planning groups agree that the program or intervention will have a significant impact throughout the state.
 4. Reviews the DOH proposed funding application to the CDC and provides annual letters of concurrence/nonconcurrence to the CDC that the proposed application to the CDC is responsive to the statewide plan;

IV. Department of Health (DOH)

- A. Provides technical assistance for planning and program implementation (including data collection, regional epidemiology, effective strategies, and evaluation).
- B. In collaboration with the SPG responsible for writing and submitting the statewide prevention plan.
- C. Responsible for writing and submitting an application to the CDC for federal funding of the HIV prevention project.
- D. Responsible for fiscal and programmatic contract monitoring as appropriate to state and federal funding sources.
- E. Follows up with Regions on assurances and recommendations from SPG.
- F. Follows up with the appropriate agencies and entities to assure compliance with planning guidance and program implementation and program evaluation.
- G. Negotiates with the regional AIDSNETs to reach mutual agreement on the allocation of prevention funds to (1) address the SPG identified statewide unmet needs that were not identified or addressed by the regional planning process and/or (2) support a special training, implementation, and oversight assistance program to assist new or innovative regional projects to address unmet prevention needs.
- H. In collaboration with the regional AIDSNETs, develops standardized report formats for regional prevention plans, proposed allocation of funds, etc. and due dates.
- I. Collates, compares, analysis and summarizes regional prevention plants to facilitate the SPG review process.
- J. Provides necessary administrative and technical support to the SPG.

ATTACHMENT "B"
STATEMENT OF WORK

I. STATEMENT OF WORK

Clallam County Department of Health and Human Services, 2009

- A. The LHJ shall ensure that at least 50% of state Omnibus funds provided under this agreement are used to address the HIV prevention needs of those populations at highest risk for HIV infection as determined by the Region 6 HIV Prevention Planning Committee, and contained in the 2009 Update to the 2005-2008 *Region 6 AIDSNET Comprehensive HIV Prevention Plan*.
- B. In accordance with all federal and state requirements, provide directly (or through a sub-contract) the following interventions, detailed descriptions of which are incorporated into this Agreement as Attachment E. All objectives contained in the intervention descriptions are hereby included in this Agreement and must be met by Clallam County Department of Health and Human Services. If an intervention plan is modified during the period of performance for this contract, the new description *and/or objectives* as approved by the Region 6 AIDSNET Coordinator automatically replaces and supersedes the earlier plan, and will become the basis for determining compliance with the terms of this Agreement. Clallam County Department of Health and Human Services shall provide in CY 2009 the following services:

**1a. HIV Counseling and Testing/Partner Counseling & Referral Services
(09 Clallam HIV CTR)**

Clallam County Department of Health and Human Services will provide voluntary, anonymous and confidential HIV Testing and Counseling services by trained health department staff in Clallam County, WA in accordance with the HIV prevention intervention plan included in Attachment E which includes:

- Provide 60 persons HIV Counseling and Testing Services at various sites in Clallam County, WA.
- Refer persons seeking HIV testing services who have no identifiable risk factors for HIV to other available community resources.
- Public Health testing staff will have completed the required 3-day HIV Prevention Counseling course offered in Washington State within 3-months of hire and prior to engaging with clients for CTR services.
- For high risk clients and/or if the client requests, provide client centered pre and post test sessions using the HIV prevention counseling technique.
- Ensure that all persons requesting HIV testing services at Clallam County Department of Health and Human Services receive HIV testing information according to WAC 246-100 either in written form or verbally.
- Ensure that all persons requesting HIV testing services at Clallam County Department of Health and Human Services give informed consent for testing, either written or verbal, and that the consent is documented in the client file. (WAC 246-100)

- Refer clients who receive testing to other health assessments and support services, as indicated by their needs.
- Complete a Client Satisfaction Survey for CTR Services. Submit a survey summary to the Region 6 AIDSNet Coordinator by November 30, 2009.
- Assure annual direct observations of all CTR staff by a qualified observer, and submit applicable reporting forms to the Washington Department of Health and Region 6 AIDSNet office by December 30, 2009.
- Submit all Washington Department of Health and Region 6 AIDSNet reporting forms in a timely manner.
- If a client, tests positive for HIV, explain partner/spousal notification and case reporting requirements.

1b. Partner Counseling and Referral Services (PCRS)

- Staff providing PCRS must have been trained on the model by a trainer authorized by the Washington state Department of Health. Staff will not allow untrained staff to notify partners until training is complete.
- Offer and provide on-going PCRS for HIV positive persons, using a trained provider in accordance with CDC Guidance.
- Health Department staff must contact any private sector HIV testing provider that reports a case of HIV within 7 days of receiving the case report to offer PCRS, in accordance with CDC Guidance.
- Health Department will notify 90% of exposed partners within 10 working days of initiating PCRS.
- Health Department will destroy identifying information on partners after notification has been made *or* after 90 days of case investigation, which ever comes first.

2. 09 Clallam Syringe Exchange

- This intervention is designed to reduce syringe & works sharing behavior prevent infection with and transmission of blood borne infections, decrease the number of used syringes improperly disposed of in the community, encourage & assist IDUs to enroll in rehabilitative services, prevent the transmission of sexually transmitted diseases, and actively encourage all IDUs in Clallam County, WA to utilize the services provided Syringe Exchange.
- Exchange 70,000 syringes with 400 individual contacts annually.

3. 2009 HIV Case Management Services

- Clallam County Department of Health and Human Services will provide comprehensive HIV case management services to HIV infected persons, in conjunction with the Ryan White Part B program funded by Region 6 AIDSNet.

4. Training: HIV prevention workers assigned to an intervention other than Counseling and Testing or PCRS who were/are hired after June 1, 2006 are required to attend the *Fundamentals of HIV Prevention* 3-day course offered by the Washington Department of Health.

- C. **Data Reporting:** For HIV prevention activities tracked in the statewide SHARE system, enter data on actual performance no later than the 15th day of the month following the month of service. If the 15th falls on a weekend the data should be in the system on the Friday before the 15th.
- D. **Confidentiality and Non-Discrimination:** Ensure that LHJ staff, service providers and subcontractors are aware of the requirements and provisions of RCW 70.24 regarding confidentiality and nondiscrimination, as well as applicable Federal law regarding the storage and transmission of Personal Information, as referenced in this agreement. The LHJ shall provide appropriate training and technical assistance to assist these parties to comply with these requirements.

II. BILLING AND REPORTING SCHEDULE

- A. Within 30 days of the end of each calendar year quarter, the LHJ shall submit to the Region 6 Office a properly executed invoice for payment for services provided in the previous quarterly period under this contract. The invoice must be accompanied by a narrative report documenting the LHJ's success and challenges in completing the statement of work during that quarter. All other reports herein listed and due for each quarterly period must be received by the Region 6 office before quarterly invoices will be paid. Only actual costs are reimbursable under the terms of this Agreement. The LHJ must document that the invoice submitted reflect cost incurred in performing the statement of work using forms provided by the Department.
- B. The Region 6 office will provide the LHJ with Washington State HIV/AIDS Reporting and Evaluation (SHARE) System worker forms for services funded in whole or in part through this agreement. The data may be submitted electronically, via direct entry into the SHARE system database, or via U.S. mail but must be received no later than the 15th day of the month following the month of service, if not entered electronically into the SHARE system. The LHJ must request and receive prior approval from the Region 6 AIDSNET Coordinator, for any changes to the interventions or other work that has been entered into the SHARE system.
- C. The LHJ shall ensure that all educational and informational materials to be used in conjunction with the HIV prevention activities listed in this Agreement are medically accurate information regarding the transmission and prevention of HIV and reflect prevention messages and images appropriate for the target population.
- D. By April 1, 2009, the LHJ shall submit to the Region 6 office a semi-annual HIV/AIDS expenditure report for the period July 1 through December 31 of the previous calendar year in a format provided by the Department.
- E. By October 1, 2009, the LHJ shall submit to the Region 6 office a semi-annual HIV/AIDS expenditure report for the period January 1 through June 30 of the current year, in a format provided by the Department.
- F. By June 1, 2009, submit to the Region 6 office an HIV/AIDS Service Plan for the following calendar year in a format provided by the Region 6 office.

ATTACHMENT "C"
2009 BUDGET

The LHJ will provide HIV prevention interventions, as detailed in Attachment E and other activities referenced in Section II of this Agreement in accord with the following budget. Changes to the activities or service budget require prior approval from the Region 6 AIDS Service Network Coordinator.

Clallam County Health and Human Services Budget: January 1, 2009 – December 31, 2009

State Funds awarded under the terms of this Agreement will be used as follows:

CTR	\$ 7,176
Syringe Exchange	\$ 40,000
Case Management	<u>\$ 11,500</u>
Total State Funds	\$ 58,676

**ATTACHMENT "D"
INVOICE**

2009 Quarterly Omnibus Invoice for Payment

Submitting Agency:Clallam County Health & Human Services Contract Number:HDC.268

	Intervention	Budget Amount		Current Billing		Cumulative Billing		Budget Remaining	
		Omnibus	Federal	Omnibus	Federal	Omnibus	Federal	Omnibus	Federal
CTRPN Services	CTR	7,176							
High Risk	Syringe Exchange	40,000							
	Sub Total High Risk Interventions	47,176							
	Other	Case Management	11,500						
	Sub Total Other Interventions	11,500							
	TOTAL	58,676							

I certify that the services listed above were provided for the period of _____, 2009, and that the invoice reflects the actual costs of providing those services.

Authorized Signator

Date

**ATTACHMENT "E"
INTERVENTION PLANS**

Program Title: 09 Clallam CTR	
Begin Date: 1/1/2009	End Date: 12/31/2009
Plan Cancelled Date:	
Agency Name: Clallam County Health Dept	
Counties Served: Clallam	Regions: Region 6
Primary Population	IDU
Risk Transmission Categories	Heterosexual HIV-Infected Persons MSM MSM/IDU
Behavioral Risk	Sharing Needles Unprotected Anal Intercourse Unprotected Sex (UPS) UPS with HIV Positive Person
Intervention Type	Counseling & Testing
Study Name or Justification for Intervention: Kamb ML, Fishbein M, et al.(1998). Does HIV/STD Prevention Counseling Work? Results from a multicenter, randomized controlled trial evaluating counseling among STD clinic patients (Project RESPECT). Journal of the American Medical Association; 280:1161-1167.	
Is the primary population consistent with those prioritized in the regional HIV Prevention Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the intervention type consistent with those prioritized as effective for the population in the regional HIV Prevention Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Intervention Description	The primary goal of our HIV testing and counseling program is to identify HIV cases in Clallam County. Counseling sessions focus on increasing client understanding of HIV infection and transmission, identifying personal risk behaviors, negotiating safer goal behaviors, developing a personal action plan, and providing referrals for medical, treatment, and psychosocial needs. Four sites in our county have been selected to provide HIV CTR services: the Port Angeles CCHHS office, the Forks CCHHS office, the CC Jail, and the off site CCHHS syringe exchange. We project testing 20 individuals through the health department based sites in Port Angeles and Forks with an 80% return rate for results (36 contacts). Twenty inmates of the CC jail will be tested with a 90% return rate (38

	contacts). Our goal for testing through the syringe exchange program is to test 20 individuals with a return rate of 50% (30 contacts). Clients may access clinic based testing on a walk-in and appointment basis 5 days/week in Port Angeles and 4 days/week in Forks. Jail testing is available by personal request through the medical department. The syringe exchange CTR is offered one evening/week. All CCHHS counselors have completed mandatory WA state CTR training requirements, are certified, and in compliance with annual evaluation requirements. PCRS will be offered to 1 HIV+ individual and results in the identification of 3 partners (4 contacts). Our goal is to notify 90% of identified partners of their exposure within 10 working days. We will contact any private provider that reports an HIV case within 7 business days to offer PCRS services.
Settings	Clinic/health care facility Correction/detention facility HIV C&T site
Program Evaluation	Client satisfaction surveys will measure our success in constructing individualized CTR sessions that result in meaningful and attainable personal action plans for each client tested.

Specific Process Objectives/Activities

Process Objective:	Begin Date:	End Date:
Provide CTR services to 20 high risk individuals through the Port Angeles & Forks Health Department. Anticipate an 80% return rate for a total of 36 contacts.	1/1/2009	12/31/2009
Provide CTR services to 20 high risk inmates in the CC Jail. Anticipate a 90% return rate for a total of 38 contacts.	1/1/2009	12/31/2009
Provide CTR services to 20 high risk individuals utilizing the CC Syringe Exchange Program. Anticipate a 50% return rate for a total of 30 contacts.	1/1/2009	12/31/2009
Provide post test counseling to 1 newly diagnosed HIV positive individual. Complete partner notification and provided needed services for a total of 3 named individuals for a total of 4 contacts	1/1/2009	12/31/2009

Will any new materials be produced by this intervention that require review as stipulated by the CDC?
 Yes No

Risk Transmission Categories	Total
General population (risk unknown)	0
Heterosexual	40
HIV-Infected Persons	1
IDU	54
MSM	9
MSM/IDU	4
Pregnant women with/at risk for HIV	0
TOTAL A	108

Demographics Ethnicity	<=19			20-29			30+			Total
	Male	Female	Trans	Male	Female	Trans	Male	Female	Trans	
Hispanic or Latino	0	0	0	4	2	0	5	2	0	13
Not Hispanic or Latino	0	0	0	23	20	0	35	17	0	95
Total B	0	0	0	27	22	0	40	19	0	108

Demographics Race	<=19			20-29			30+			Total
	Male	Female	Trans	Male	Female	Trans	Male	Female	Trans	
American Indian/Alaskan Native	0	0	0	2	0	0	3	2	0	7
Asian	0	0	0	0	0	0	0	0	0	0
Black or African American	0	0	0	2	1	0	1	0	0	4
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0	0	0	0
White	0	0	0	18	18	0	34	14	0	84
More than One Race	0	0	0	5	3	0	2	3	0	13
TOTAL C	0	0	0	27	22	0	40	19	0	108

Local Data Fields

Description	Target #
Name of Worker(s) assigned to this intervention:	Sue Bates Jon Critchfield Christina Hurst Ann Johnson Carolyn McAndie Nancy Scheidermayer Barb Ward

Volunteers:	
Resources for this intervention <i>ONLY</i> :	\$0 DOH Grant Federal Prevention dollars
	\$7,176 State prevention dollars: 50% Hisk Risk
	\$0 Other (incl. CDC Direct):
Plan Change Log	
Reviewed by: AIDSNET Coordinator 6/26/2008 State Sent to Region State Confirm Date	

Program Title: 09 Clallam Syringe Exchange	
Begin Date: 1/1/2009	End Date: 12/31/2009
Plan Cancelled Date:	
Agency Name: Clallam County Health Dept	
Counties Served: Clallam	Regions: Region 6
Primary Population	IDU
Risk Transmission Categories	
Behavioral Risk	Sharing Needles Unprotected Sex (UPS)
Intervention Type	Street and Community Outreach Intervention
Study Name or Justification for Intervention: Bluethenal RN, Kral AH, Gee L, et al. (2000). The Effect of Syringe Exchange Use on High-risk Injection Drug Users: a cohort study. AIDS 14:605-611	
Is the primary population consistent with those prioritized in the regional HIV Prevention Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the intervention type consistent with those prioritized as effective for the population in the regional HIV Prevention Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Intervention Description	This intervention is designed to reduce syringe & works sharing behavior, prevent infection with and transmission of blood borne infections, decrease the number of used syringes improperly disposed of in the community, encourage & assist IDUs to enroll in rehabilitative services, prevent the transmission of sexually transmitted diseases, and actively encourage all IDUs in Clallam County to utilize the services provided by our Syringe Exchange. Our current site in Port Angeles is open one evening a week for 2 hours at a local family planning clinic and serves all of Clallam County. This service is free of charge, open to anyone wishing to exchange needles and operates on a one-for-one exchange system. The Forks site at the health department's satellite clinic is open two hours per week. Certified HIV prevention outreach workers provide on site HIV and STD testing and counseling, vaccination for the prevention of Hepatitis A and B, STD prevention education & condoms, harm reduction interventions and educational materials, referrals for medical, psychosocial, and drug treatment counseling, in addition to the provision of syringes, sharps containers, ties, cookers, bandaids, alcohol swabs, antibiotic cream, sterile water, oral health and personal hygiene supplies. We project exchanging 70,000 syringes (all sites) with 400 individual contacts in the coming year.
Settings	Fixed site (tabling, van)

Program Evaluation	Data is obtained through the completion of an individual exchange tabulation sheet for each client. This form records # of syringes exchanged, #of syringes given, # of individuals exchanging for, demographic information, vaccination status, last HIV/STD testing, educational and referral interventions completed. Assessing needle reuse and sharing behavior changes including a verbal review and evaluation of each individual's risk reduction plan is completed with each exchange. Clients randomly complete a satisfaction survey
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Specific Process Objectives/Activities

Process Objective:	Begin Date:	End Date:
Exchange 70,000 syringes (all sites) with 400 individual contacts annually	1/1/2009	12/31/2009

Will any new materials be produced by this intervention that require review as stipulated by the CDC?

Yes No

Risk Transmission Categories	Total
General population (risk unknown)	0
Heterosexual	0
HIV-Infected Persons	0
IDU	400
MSM	0
MSM/IDU	0
Pregnant women with/at risk for HIV	0
TOTAL A	400

Demographics Ethnicity	<=19			20-29			30+			Total
	Male	Female	Trans	Male	Female	Trans	Male	Female	Trans	
Hispanic or Latino	0	0	0	2	0	0	2	0	0	4
Not Hispanic or Latino	2	2	0	56	48	0	156	132	0	396
Total B	2	2	0	58	48	0	158	132	0	400

Demographics Race	<=19			20-29			30+			Total
	Male	Female	Trans	Male	Female	Trans	Male	Female	Trans	
American Indian/Alaskan Native	0	0	0	3	4	0	2	2	0	11
Asian	0	0	0	0	0	0	0	0	0	0
Black or African American	0	0	0	1	1	0	4	2	0	8

Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0	0	0	0
White	2	2	0	46	37	0	140	113	0	340
More than One Race	0	0	0	8	6	0	12	15	0	41
TOTAL C	2	2	0	58	48	0	158	132	0	400

Local Data Fields

Description	Target #
Name of Worker(s) assigned to this intervention:	Christina Hurst Ann Johnson Carolyn McAndie Nancy Scheidermayer
Volunteers:	
Resources for this intervention <i>ONLY</i> :	\$0 DOH Grant Federal Prevention dollars
	\$40,000 State prevention dollars: 50% Hisk Risk
	\$0 Other (incl. CDC Direct):

Plan Change Log

Reviewed by:
 AIDSNET Coordinator 6/26/2008
 State 9/29/2008
 Sent to Region 10/1/2008
 State Confirm Date

ATTACHMENT "F"

BUSINESS ASSOCIATE AGREEMENT

Definitions: Covered entity shall mean Clark County.

Business Associate shall mean Clallam County Health and Human Services:

Obligations & Activities of Business Associate:

1. Business Associate agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. 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.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Health Information Portability and Accountability Act (HIPAA).
7. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. Business Associate agrees to provide to Covered Entity or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that such use or disclosure would not violate HIPAA.

Obligations of Covered Entity:

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for Covered Entity to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

Termination for Cause:

1. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either provide an opportunity for Business Associate to cure the breach or violation, or immediately terminate this Agreement if cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
2. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.