

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: June 4, 2019	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
--------------------------------------	---

DEPARTMENT: Public Health APPROVING PARTY: Vickie Clark, Director of Health and Social Services PHONE NUMBER: 530-993-6700

AGENDA ITEM: Rescission of Agreement No. 2019-041 and approval of revised Memorandum of Understanding (MOU) between Sierra County Public Health (SCPH) and Plumas County Public Health Agency (PCPHA) for the purpose of providing HIV/HCV screening services from the mobile testing unit and authorizing the Public Health Director to sign the MOU. (PUBLIC HEALTH)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The MOU adopted by the Board on May 21, 2019 was the wrong version and did not contain the correct indemnification language recommended by County Counsel.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

**Memorandum of Understanding
Between
Sierra County Public Health (SCPH)
and
Plumas County Public Health Agency (PCPHA)**

A. Purpose and Intent

The purpose of this program is to find people living with HIV and/or HCV who have not been diagnosed or have fallen out of medical care and to link them to medical services. We do this by testing high risk individuals who have barriers to testing at a fixed site or medical facility by using a mobile van unit.

This Memorandum of Understanding (MOU) is entered into by **Sierra County Public Health (SCPH)** and **Plumas County Public Health Agency (PCPHA)** for the purpose of providing HIV/HCV screening services from the mobile testing unit in Sierra County.

B. Scope of Work

PCPHA will partner with SCPH to incorporate Early Intervention Services through the mobile outreach unit, which includes the following services:

- Targeted HIV testing to help persons who are unaware of their HIV infection status learn of their HIV status and receive referral to HIV care and treatment services if found to living with HIV, or to HIV prevention services, including PrEP referrals if appropriate based on ongoing risk, for those found to be HIV negative.
- Referral services to improve HIV care and treatment services at key points of entry.
- Access and linkage to HIV care and treatment services such as HIV Outpatient/ Ambulatory Health Services, Medical Case Management, and Substance Abuse Care.
- Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.

PCPHA Responsibilities:

- PCPHA will provide and operate the mobile van unit within Sierra County.
- PCHPA will keep the mobile unit stocked with needed supplies for HIV/HCV screening.
- PCPHA will work with SCPH Staff to plan outreach service days throughout the fiscal year.
- Maintain the mobile testing unit and attend to any repairs or maintenance that needs to be conducted.

SCPH Responsibilities:

- SCPH will provide at least one staff member to accompany PCPHA staff member on the mobile unit for outreach testing services.
- SCPH will focus services on priority populations known to be at disproportionate risk based on local epidemiologic data, including partners of people living with HIV.
- SCPH will conduct services when/where people at high risk for HIV infection will be reached.
- SCPH will utilize local HIV surveillance data to locate individuals who have not yet been linked to care.

MOU-VAN-SCPH

- SCPH may provide other services from the mobile unit that will serve the same populations that are targeted for HIV testing. If SCPH is providing other services, the cost of fuel for the outreach services will be cost shared with those programs with the total cost of fuel being divided by the number of programs onboard.
- SCPH will cover the medical services provided on the mobile unit with their CLIA waiver while in Sierra County.
- SCPH will purchase the HIV and HCV testing kits for the tests performed in their county.

C. Compensation: Compensation for SCPH staff time, HIV tests, and the HIV testing portion of gasoline costs will be invoiced through the Ryan White Part B Outreach and Testing contract between PCPHA and SCPH.

D. Equipment and Materials:

SCPH staff will document the following:

- Eligibility screening for HIV and/or HCV test
- HIV and/or HCV test results
- Any referrals made to clients
- Outreach efforts made to reach clients who are out of care
- Other services provided to clients

PCPHA will stock the mobile unit with the following materials:

- Medical supplies needed to perform a finger stick test
- Biohazard waste bag, sharps container, spill kit
- Clock and thermometer
- Condoms and Lubricant
- Information brochures about risk reduction/ harm reduction

PCPHA will work to provide any additional materials needed for SCPH to provide Early Intervention Services on the mobile testing unit.

E. Invoicing: SCPH will invoice PCPHA for their staff time spent working on outreach HIV/HCV testing services, HIV tests, and HIV testing portion of gasoline as outline in the Ryan White Part B Outreach and Testing contract.

F. Non-Discrimination: SCPH shall not engage in unlawful discrimination in the employment of persons based on race, color, national origin, age, ancestry, religion, sex, marital status, sexual orientation, medical condition, gender identity, or physical handicap.

G. Indemnification: SCPH shall defend, indemnify, and hold harmless PCPHA, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of SCPH in the performance of services rendered under this Agreement by SCPH, or any of SCPH officers, agents, employees, contractors, or subcontractors.

MOU-VAN-SCPH

PCPHA shall defend, indemnify, and hold harmless SCPH, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of PCPHA in the performance of services rendered under this Agreement by PCPHA, or any of PCPHA officers, agents, employees, contractors, or subcontractors.

H. Terms: SCPH and PCPHA enter this agreement in the spirit of collaboration in order to ensure optimal services for Sierra County residents who utilize Early Intervention Services. Both parties will work to sort out any problems or concerns that arise during the course of this MOU. Either party may terminate this MOU by giving the other party ninety (90) days written notice of termination.

I. Completeness of Agreement: This agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing. There are no oral agreements regarding the subject of this agreement not contained herein. If any party wishes to amend the terms prior to the end date, both parties will work towards mutual agreement of the revisions, to be stated in writing and signed by both parties.

Sierra County Public Health:

Print Name & Title of Individual Signing MOU: _____

Signature

Date

Sierra County Contact: Jamie Franceschini jfranceschini@sierracounty.ca.gov

Plumas County

Approved as to Content:

Andrew Woodruff, Director
Public Health Agency

Date

Approved as to Form:

Gretchen Stuhr, Deputy County Counsel III
Office of County Counsel

Date