RAPID HIV AND HEP C TESTING PROGRAMS AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI, ON BEHALF OF PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT AND MACON COUNTY, ON BEHALF OF ITS HEALTH DEPARTMENT

This Agreement ("Agreement") between the City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services ("CITY"), and **MACON COUNTY HEALTH DEPARTMENT** ("Provider"), for a Rapid HIV and Hep C Testing Program funded by the Missouri Department of Health and Senior Services ("DHHS") Comprehensive HIV Prevention Part A Testing Program, is entered into on the date of the last signatory noted below ("Effective Date"). CITY and Provider are each individually referred herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY receives funding from DHHS to serve as North Central Region HIV lead agency; and

WHEREAS, CITY and Provider are hybrid covered entities for purposes of Health Insurance Portability and Accountability Act of 1996; and

WHEREAS, Provider and CITY shall collaborate on the execution of rapid Hepatitis C testing and the HIV Testing in the Provider's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the Parties agree as follows.

1. TERM.
The term of the Agreement shall begin on the Effective Date and shall end on **December 31, 2017**.

2. DUTIES RELATED TO THE RAPID HIV TEST PROGRAM.
   a. Provider shall:
      i. Assure all HIV testing, regardless of method of specimen collection, and counseling to clients who receive HIV testing is conducted according to the DHHS HIV Testing Procedure Manual and in compliance with Missouri Law.
      ii. Establish a licensed physician to authorize and provide oversight for HIV testing.
      iii. Implement HIV testing that is consistent with *CDC's Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings.*

iv. Conduct 100% of all HIV testing in an outreach or non-traditional setting targeting high risk individuals.

v. Contribute to the North Central Region's minimum 1.0% positivity rate for newly identified HIV positive tests.

vi. Coordinate with CITY on the collection, monitoring and reporting of the following required client-level data using the HIV test form provided by CITY. Provider must submit the test form to CITY via secure fax by the 5th of the following month. Provider shall recorded on the MAR form:
   1. For all (negative and positive) HIV tests performed under this program:
      a. Client Variables: name, complete date of birth, gender, race, and ethnicity; and
      b. HIV Test Variables: test sample date, test technology used, and test result.
   2. For positives HIV test results, Provider shall also report:
      a. Assigned sex at birth,
      b. Self reported previous HIV test and result, and
      c. Behavioral risk factor(s).

vii. Submit required Monthly Accountability Report (MAR) to CITY by the 5th of the following month. Provider shall record data on the MAR which shall include for all (non-reactive and reactive) rapid HIV tests performed:
   1. Number of tests conducted;
   2. Of those, the number with reactive test results; and
   3. Of those, the number referred for confirmatory testing and/or treatment.

viii. Notify local Disease Intervention Specialist (DIS) immediately when a rapid test result is preliminary positive.

ix. Establish and document a plan for 100% of clients testing for HIV to receive test results.

x. Assure at least 85% of HIV positive clients receive their test results.

xi. Notify CITY of all persons newly diagnosed with a preliminary positive rapid HIV result within 24 hours. Provider shall work with CITY to help connect these persons to medical care.

xii. Discuss appropriate spousal notification (marital partners) for the individuals testing positive for HIV with involvement of the Disease Intervention Specialist.

xiii. Report to DHSS within three (3) days all confirmed HIV test results according to 19 CSR 20-20.020.

xiv. Obtain prior approval from the CITY's HIV Testing Coordinator for all outreach screening plans.

xv. Assure the appropriate use and submission of the CITY-provided rapid HIV test kits. Provider shall manage the allotments to avoid expiration. Provider shall not be reimbursed for additional HIV test collection devices and/or laboratory services in excess of the allotment provided by CITY.

xvi. Maintain written policies and procedures for rapid HIV testing, giving results and referring persons identified as HIV positive, to HIV care, treatment, case management services, and testing for Tuberculosis (TB), Syphilis, and Hepatitis B & C.
xvii. Cooperate with CITY to facilitate any scheduled site visits.
xviii. Assure representation at CITY's facilitated North Central HIV/STD Prevention Community Advisory Group meetings when staff is available.
xix. Make staff available to participate in DHSS-coordinated trainings for rapid HIV testing.

b. CITY shall:
i. Coordinate training for staff prior to implementation of rapid HIV testing.
ii. Supply Provider with a written copy of the HIV Testing Program Procedural Manual.
iii. Supply Provider with Clearview Complete rapid HIV tests and controls as available.
iv. Collaborate with Provider on the development and implementation of protocols for rapid HIV testing, giving results, and making referrals.
v. Supply Provider with contact information for state required reporting and Linkage To Care system as referral resources for all clients testing positive for HIV.
vi. Conduct annual Provider site visit and provide technical assistance to Provider, as needed.
vii. Coordinate Provider staff training necessary to conduct rapid HIV testing.
viii. Coordinate with Provider to insure the submission of the MAR and HIV test form to PHHS.
ix. Coordinate the submission of all required data and reports to DHHS.

3. <u>DUTIES RELATED TO THE RAPID HEPATITIS C TESTING PROGRAM</u>.
a. Provider shall:
i. Assure all Hepatitis C testing, regardless of method of specimen collection, and counseling to clients who receive testing is conducted in compliance with Missouri Law.
ii. Establish a licensed physician to authorize and provide oversight for Hepatitis C testing.
iii. Integrate rapid Hepatitis C testing into services currently offered to clients and offer testing to those clients meeting testing criteria as stated in CDC's *Testing Recommendations for Hepatitis C Virus Infection.*
iv. Not test individuals previously positive for Hepatitis C.
v. Coordinate with CITY on the collection, monitoring and reporting of the following required client-level data using the HIV test form provided by

CITY. Provider shall submit the test form to CITY via secure fax by the 5th of the following month. Provider shall include the following data:

1. For all (negative and positive) tests performed under this program:
   a. Client Variables: name, complete date of birth, gender, race, and ethnicity;
   b. Hep C Test Variables: test sample date, test technology used, and test result.
2. For positives Hep C Test results, Provider's report to CITY shall include:
   a. Assigned sex at birth,
   b. Self-reported previous Hep C test and result, and
   c. Behavioral risk factor(s).

vi. Submit the required Monthly Accountability Report (MAR) to CITY by the 5th of the following month. The MAR shall include the following data for all (non-reactive and reactive) rapid Hepatitis C tests performed:
   a. Number of tests conducted;
   b. Of those, the number with reactive test results; and
   c. Of those, the number referred for confirmatory testing and/or treatment.

vii. Establish protocols for rapid HCV testing, giving results, and making referrals for follow-up testing.

viii. Report to CITY within 24 hours all confirmed Hepatitis C test results according to 19 CSR 20-20.020.

ix. Cooperate with CITY to facilitate any scheduled site visits.

x. Make staff available to participate in DHSS-coordinated trainings for rapid HVC testing.

b. CITY shall:

i. Supply Provider with OraSure rapid Hepatitis C test kits and controls as available.

ii. Collaborate with Provider on the development and implementation of protocols for rapid Hepatitis C testing, giving results, and making referrals for follow-up testing.

iii. Supply Provider with contact information for the Missouri Hepatitis C Alliance. The Missouri Hepatitis C Alliance is a referral resource for confirmatory testing and treatment options for those clients testing rapid Hepatitis C reactive.

iv. Conduct annual Provider site visit and provide technical assistance to Provider, as needed.

v. Coordinate Provider staff training necessary to conduct rapid Hepatitis C testing.

vi. Coordinate with Provider to insure the submission of the MAR and HIV test form to CITY.

4. TERMINATION.
Either Party may terminate this Agreement without cause, upon thirty (30) days written notice to the other Party.

5. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

6. NO THIRD-PARTY BENEFICIARY. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.

7. AMENDMENT. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

8. GOVERNING LAW AND VENUE. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. GENERAL LAWS. Provider shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

10. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Provider shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Provider or a subcontractor for part of the services), of anyone directly or indirectly employed by Provider or by any subcontractor, or of anyone for whose acts Provider or its subcontractor may be liable, in connection with Provider's services provided pursuant to this

Agreement. This provision does not, however, require Provider to indemnify, hold harmless, or defend the City of Columbia from CITY's own negligence.

12. AUTHORITY. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.

13. NOTICES. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia, Missouri
Department of Public Health and Human Services
ATTN: **Erika Holliday**
1005 West Worley Street
P.O. Box 6015
Columbia, MO 65205-6015

If to Provider:

Macon County Health Department
ATTN: **Crystal Baker**
503 North Missouri Street
Macon, MO 63552

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

14. GRANT REQUIREMENTS. Provider acknowledges that state and/or federal grant funds are being used for this program. Provider shall familiarize itself and comply with all conditions and requirements for utilization of such grant funds. If Provider uses any subcontractors, Provider shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

15. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Provider and CITY relative to the services. All previous or contemporaneous agreements, representations, promises and conditions relating to the programs and services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties through their duly authorize representatives have executed this Agreement effective as of the date of the last party to execute the same.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Macon County Health Department

By: Michael Chambers

Name: Michael Chambers

Title: administrator

Date: 1-9-2017

ATTEST:

By: _____

Name/Title: _____