



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-17

For the meeting of: January 3, 2017

Date: December 1, 2016

To: Board of Supervisors

From: Connie Beck, Director *CBushley*
Department of Health and Human Services – Public Health

Subject: Memorandum of Understanding by and between County of Humboldt and Humboldt State University for HIV prevention services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) by and between County of Humboldt and Humboldt State University (HSU).
2. Authorize the Risk Manager and the Director of Public Health to sign two (2) originals of the MOU.
3. Authorize the Director of Public Health to approve all future amendments that do not require matching funds from the county, with County Counsel and Risk Management review and approval.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

On August 16, 2016, your Board approved an agreement with California Department of Public Health,

Prepared by Karen Baker

CAO Approval *CBushley*

REVIEW:

Auditor *MB* County Counsel *JD* Human Resources *KLV* Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-6

Meeting of: 8/16/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Jan. 3, 2017

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

State Office of AIDS to expand HIV prevention efforts by utilizing the North Coast AIDS Project's (NorCAP) innovative mobile outreach services to target high-risk populations in Humboldt County. One important aspect of this grant was that it allowed the County to provide Pre-Exposure Prophylaxis (PrEP) education and linkages to these high-risk populations. The primary prevention services for individuals included in this agreement are rapid HIV testing and HIV-prevention education focused on PrEP. PrEP is a bio-medical intervention that when taken daily by HIV negative individuals has been proven to reduce HIV transmission by over 90%. The Center for Disease Control (CDC) recommends PrEP as evidence based intervention to prevent HIV transmission.

Approval of this MOU with the HSU Student Health Center will support NorCAP and the University in preventing the spread of HIV by targeting university students to provide education, support and linkage to medical providers, including addressing barriers to services and assistance with insurance coverage. Staff will additionally provide health education and risk reduction counseling, adherence support, and linkage to adjunct services such as testing for sexually transmitted diseases, hepatitis C, alcohol and other drug treatment, and other social services. The communities targeted by this grant agreement are those who frequently have the least access to adequate medical care, due to stigma and economic barriers in an already medically underserved area.

FINANCIAL IMPACT:

Approval of Memorandum of Understanding by and between County of Humboldt and Humboldt State University will allow DHHS Public Health to increase access to additional members of specified target populations to comply with the PrEP Client Navigation Grant Scope of Work. There is no impact to the general fund.

This Agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

Humboldt State University

ALTERNATIVES TO STAFF RECOMMENDATIONS:

If the Board chooses not to approve the recommendations, it will result in a loss or delay of services to the County.

ATTACHMENTS:

One (1) Memorandum of Understanding by and between County of Humboldt and Humboldt State University

Attachment #1

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT STATE UNIVERSITY**

This Memorandum of Understanding (MOU) is entered into this 23rd day of November 2016, by and between Humboldt State University ("HSU"), and the County of Humboldt, a political subdivision of the State of California ("COUNTY").

COUNTY, by and through its Department of Health & Human Services-Public Health, North Coast AIDS Project ("NorCAP") will partner with HSU's Student Medical Center to provide HIV prevention services on HSU's campus. These services will be provided by COUNTY, at no cost to HSU students pursuant to the terms and conditions of this MOU.

In connection with the execution of this MOU, HSU and COUNTY mutually agree as follows:

1. Term: This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.
2. Termination:
 - A. Breach of Contract. If either party fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, this MOU may be terminated immediately, upon notice.
 - B. Without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
 - C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HSU seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
3. COUNTY Responsibilities: COUNTY will provide the following HIV prevention services through the NorCAP mobile outreach vehicle on HSU's campus:
 - A. Rapid HIV and Hepatitis C (HCV) testing and counseling.
 - B. Linkages to medical care for individuals who test HIV/ HCV positive. Individuals who test positive for HIV/HCV are eligible for: linkages to medical providers, insurance coverage and other patient assistance programs.
 - C. Pre-exposure prophylaxis (PrEP) navigation services. PrEP is a daily medication that helps prevent an HIV-negative person from getting HIV from sexual or injection-using partner. Individuals who test negative for HIV are eligible for PrEP navigation services, which include: HIV risk screening, linkages to PrEP prescribing medical providers, insurance coverage and other patient assistance programs.
 - D. Linkages to other programs and services, as appropriate. These include, but are not limited to: additional sexually transmitted infection (STI) testing, substance abuse treatment, and intimate partner violence services.
 - E. Medi-Cal patient navigation services including: application for Medi-Cal coverage, determining coverage and payment requirements and other patient assistance programs.
 - F. Confidential Communications Requests (CCR's)-provide privacy for students still on their parents insurance
 - G. Distribution of safer sex supplies and education on how to properly use them.

4. HSU Responsibilities: HSU will make space available during each academic year to park the NorCAP program van on campus, and permit COUNTY staff to provide HIV prevention services to HSU students per the following schedule:
 - A. Every Thursday from 9:00 am - 3:00 pm (8:45 am for set-up - 3:15 for break down).
 - B. During special events such as National Coming Out Day, World AIDS Day, and other sexual health events.
 - C. The van will be allowed to park next to the Student Health Center in the "Health Center Emergency Parking Only" parking spaces.
 - D. The schedule of dates, times and locations may be adjusted upon the mutual written consent of both parties.
 - E. COUNTY will not need HSU to provide electrical hookup, computers, phones, or any other equipment. The NorCAP program van is self-contained with everything needed to provide HIV prevention services to HSU students, pursuant to the terms and conditions of this MOU.

5. Indemnity:
 - A. Indemnification of HSU. COUNTY shall defend, indemnify, and hold HSU, its officers, employees, and agents harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of the performance of this MOU, but only to the extent such claims, demands, losses, damages, liabilities, expenses or costs are caused by, or result from, the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.
 - B. Indemnification of COUNTY. HSU shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of the performance of this MOU, but only to the extent such claims, demands, losses, damages, liabilities, expenses or costs are caused by, or result from, the negligent or intentional acts or omissions of HSU, its officers, employees, agents or students.
 - C. Comparative Fault: Notwithstanding paragraphs A and B above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. Each party will bear their own costs and attorney fees in such case.

6. Insurance: COUNTY shall furnish to HSU, prior to the commencement of work, an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for COUNTY with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; The certificate of insurance shall provide:
 - A. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to HSU;
 - B. That the State of California, the Trustees of the California State University, Humboldt State University, and the employees, volunteers, officers, and agents of each of them, are included as additional insured, but only insofar as the operations under this MOU are concerned;
 - C. Workers' Compensation insurance coverage for its employees as required by the State of California.

7. Privacy:
 - A. The right to privacy/confidentiality for reproductive health services for individuals' age 12 and older is guaranteed by statute in the State of California. In the performance of this MOU, the parties agree to abide by all applicable local, state and federal laws, regulations, policies, procedures and standards regarding a patient's privacy rights. The parties acknowledge that COUNTY abides by all applicable local, state and federal laws, regulations, policies, procedures and standards relating to reporting suspected abuse to appropriate agencies, including but not limited to, law enforcement or child welfare services.

- B. In the performance of this MOU, HSU may receive information that is confidential under local, state or federal law. HSU hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures, and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162, and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- C. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPPA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

8. Notices: Any and all notice required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Department of Health and Human Services (DHHS) – Public Health,
Healthy Communities Division
Attention: Karen Baker
908 7th Street
Eureka, CA 95501

HSU: Humboldt State University – Contracts & Procurement
Attention: A. Gail Dungan
1 Harpst Street SBSB 311
Arcata, CA 95521

9. Relationship of Parties: It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. COUNTY shall be solely responsible for the acts or omissions of its agents, officers, employees, volunteers and subcontractors. HSU shall be solely responsible for the acts or omissions of its agents, officers, employees, volunteers and students.
10. Non-Liability of County Officials and Employees: No official or employee of COUNTY shall be personally liable for any default under this MOU.
11. Amendment: This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

12. Jurisdiction and Venue: This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this MOU shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.
13. Survival: The duties and obligations of the parties set forth in section 5 – Indemnity, and 7 – Privacy shall survive the expiration or termination of this MOU.
14. Entire Agreement: This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties pertaining to the same subject matter.
15. Authority to Execute: Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.


IN WITNESS WHEREOF, this MOU has been executed by the parties hereto, upon the date first above written.

HUMBOLDT STATE UNIVERSITY:

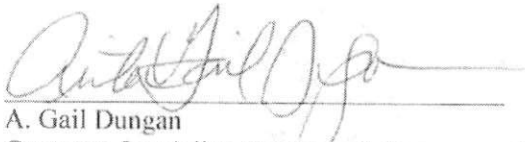
COUNTY OF HUMBOLDT:



Brian Mistler
Director, Student Health & Wellness



Susan Buckley
Director, Department of Health & Human
Services-Public Health



A. Gail Dungan
Contracts Specialist, Contracts & Procurement



Kelly Vizgaudis
Risk Manager