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Memorandum of Agreement
Between Equitas Health, Inc.
And
Galion City Health Department

This Memorandum of Agreement (MOA) is effective this xxx (Effective Date).
Galion City Health Department with an address at 113 Harding Way East, Galion, Ohio 44833 (hereinafter referred to as "**GCHD**") and Equitas Health, Inc., a not-for profit corporation, with a local address of 370 Cline Avenue, Suite 5, Mansfield, Ohio 44907 (hereinafter referred to as "**Equitas**").

Whereas, GCHD is a local health department located in Galion, Crawford County, Ohio with a mission to promote, protect, and improve the health and well-being of the community served. The Galion City Health Department holds the Ohio Department of Health (hereinafter referred to as ODH) HIV Prevention grant, which supports testing and outreach efforts in Region 2 that includes HIV testing and education to local communities. Region 2 includes the following Ohio Counties: Ashland, Crawford, Erie, Huron, Knox, Marion, Richland, Seneca, and Wyandot.

Whereas, Equitas Health is a nonprofit community healthcare system founded in 1984. It is one of the nation's largest LGBTQ+ and HIV/AIDS-serving organizations, where clients are cared for in a diverse healthcare and social service delivery system. This includes primary and specialized medical care, dental, mental health and recovery services, HIV/STI prevention, pharmacy, advocacy, and community health initiatives.

Now, therefore, both parties wish to formalize this MOA to increase access to vital healthcare and referral to a population lacking in available services and resources.

1. **Purpose**
   The purpose of this MOA is to establish a collaboration between GCHD and Equitas that will increase access to HIV testing and referrals. This collaboration will allow Equitas to work closely with GCHD, potentially identifying individuals living with HIV, and to reduce transmission of this infectious disease. Further, individuals at risk for HIV may be given appropriate referral for prevention services.

2. **Expectations**

   GCHD:
   - Agrees to enroll Equitas employees in ODH Counseling, Testing, and Referral (CTR) training, when requested.
   - Agrees to provide Equitas employees with CTR training and procedural support, program updates and technical assistance, as needed.
   - Agrees to provide Equitas with rapid HIV test kits as part of the HIV Prevention grant. In the event of decreased availability or delay of supplies, GCHD agrees to notify Equitas.

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- Agrees to provide condoms and other sexual health materials, as available.

Equitas:

- Agrees to provide HIV testing to high-risk clients, using testing supplies provided by GCHD, for services in Region 2.
- Agrees to maintain current CLIA-waiver, in order to conduct testing services in Ohio.
- Staff will conduct confidential rapid HIV testing using procedures outlined by the ODH CTR program, therefore, individuals who receive a positive HIV result will have a secondary/confirmatory test completed by Equitas Staff.
- Agrees to submit all testing session data that utilize GCHD HIV test kits to the regional HIV Coordinator's inbox at GCHD by the 7th of each month for the prior month's data.
- The above stated testing session data includes the Risk Assessment and Opscan forms, per ODH protocol.
- Agrees to enter all testing session data into REDCap by the 15th of each month for the prior month's data.
- Staff will refer all individuals with a reactive HIV test to Equitas Health Linkage to Care specialists and Ryan White Services.
- Staff will complete all necessary reporting to the GCHD Disease Intervention Specialist (DIS) for follow up (reactive HIV tests only).
- Staff will supply safer sex supplies to clients.
- Staff will provide referrals to any additional services as identified during the CTR session.
- Equitas agrees to provide local representation at quarterly Region 2 Community Planning Group meetings
- Agrees to maintain confidentiality of all participants.

3. **Term & Termination**

   This MOA shall remain in place from the effective date until either party terminates this MOA upon written notice to the other party. This MOA may be terminated at any time for any reason.

4. **Relationship**

   Both parties understand that each should be able to fulfill its responsibilities under this MOA in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOA is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Parties are unable to perform their functions under this MOA consistent with such statutory and regulatory mandates, or internal policies and procedures, the MOA should be immediately terminated.

5. **Confidentiality**

   The parties hereto agree that they will not disclose results of any records unless such disclosure is authorized pursuant to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and 42 C.F.R., 2.1 et seq. Both parties agree to abide by

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the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with governing state of Ohio and/or federal laws and regulations, parties, therefore, agree to share patient information necessary for provision of services and accountability. Any information deemed confidential under state or federal law provided to or developed by either party in the performance of the duties described in this MOA shall be kept confidential and shall not be made available to any individual or organization unless mutually agreed upon; however, both parties may make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities. Either party shall notify the other promptly of any unauthorized possession, use, knowledge or attempt thereof, of any data files or other confidential information and shall promptly furnish to the non disclosing party full details of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.

6. **Non-discrimination**
   Parties agree to not discriminate based on race, ethnicity, gender, gender identity, sexual orientation, disability, religion, age, national origin, or any other characteristic protected under the laws of the United States or the State of Ohio and to serve all eligible individuals that seek services provided under this MOA.

7. **Compensation**
   In consideration for the testing and medical services provided by Equitas Health as described in the expectations and responsibilities set forth above, Equitas Health shall submit an invoice to the Galion City Health Department (GCHD) on a quarterly basis in the amount of **Three Thousand Dollars ($3,000.00)** per quarter. No portion of said compensation is directly or indirectly tied to, or derived from, any referral made by or to Equitas Health. Patients and clients, at all times, retain the right to select and direct their choice of medical provider or facility. Quarterly invoices shall be submitted to GCHD no later than the **5th day of the month** following the end of each quarter and shall reflect services rendered during the preceding quarter in accordance with the terms and expectations outlined in this Memorandum of Agreement. Upon receipt and approval of the invoice, GCHD shall process payment in accordance with its applicable payment policies and procedures.

   I. Invoices may be submitted to GCHD by email to sarah.miley@galionhealth and terri.murphy@galionhealth.

   II. GCHD will make payment to Equitas Health within thirty (30) days from receipt of invoice. Checks shall be made payable to Equitas Health, Inc. and mailed to:

   Equitas Health, Inc.
   1105 Schrock Road, Ste. 400

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Columbus, OH 43229

8. **Termination**
This agreement may be terminated by either party upon notice, in writing, delivered upon the other party 30 days prior to the effective date of termination

9. Notice.
Any notice required or permitted to be given under this MOU shall be in writing to the below addresses or to each representative's email:

Equitas Health
Attn: Chief Operating Officer
1105 Schrock Rd, Suite 400
Columbus, OH 43229

Galion City Health Department
Attn: Sarah Miley
113 Harding Way East
Galion, OH 44833
sarah.miley@galionhealth.org

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

Equitas Health
By: Thao Pham
Title: Chief Operating Officer
Date: DocuSigned by: Thao Pham 14062C30DB55422...

Galion City Health Department
By: Sarah Miley
Title:STI/HIV Prevention Coordinator
Date: Signed by: Sarah Miley DEEEE231410E43D...