

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT
OF HEALTH, MANATEE COUNTY HEALTH DEPARTMENT, AND MANATEE
COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Understanding (“MOU”) is made and entered into as of July 24th, 2018, by and between the Florida Department of Health, Manatee County Health Department (“Department”) and Manatee County Board of County Commissioners, a political subdivision of the State of Florida (“Provider”) (collectively “Parties”).

ARTICLE 1. PURPOSE.

The purpose of this MOU is to document the mutual understanding between the Department and Provider, through its Community Paramedicine Program, regarding their collaborative efforts for providing confidential counseling, testing, and initiation of HIV care (“Linkage to Care Services”) to all community paramedic patients (“Client”) that are identified as a population at-risk to exposure to the Human Immunodeficiency Virus (“HIV”), Acquired Immune Deficiency Syndrome (“AIDS”), and the Hepatitis C Virus (“HCV”).

This MOU does not confer any contractual rights or impose any contractual obligations on the Parties hereto, or create any rights of any Client(s) or other person(s) utilizing the services described in this MOU.

ARTICLE 2. TERM.

The term of this MOU commences on the date set forth above and expires on July 24th 2023.

ARTICLE 3. OBLIGATIONS OF DEPARTMENT.

The Department agrees to:

1. Assist with obtaining and maintaining a test site number from the Department’s HIV/AIDS Section.
2. Provide, as available, HIV/AIDS testing supplies and laboratory services at no charge to the Provider.
3. Provide the HIV/AIDS 500 prerequisite course, the HIV/AIDS 501 Prevention Counseling, Testing, and Linkage Services course, and annual HIV/AIDS updates at no charge to the Provider.
4. Provide DH 1628 Laboratory Request Forms and DH 1818 Consent Forms at no charge to the Provider.
5. Provide copies of applicable Florida Statutes, Florida Administrative Codes, and Department of Health policies, protocols, and guidelines regarding Confidential HIV/AIDS Counseling, Testing, and Linkage to Care Services.
6. Provide technical assistance as needed to the Provider or refer Provider to the Department’s HIV/AIDS Section for technical assistance.
7. Conduct quality improvement/technical assistance reviews as needed or scheduled.
8. Provide, as available, HCV testing supplies and laboratory services at no charge to the Provider.

9. Provide copies of applicable Florida Statutes, Florida Administrative Code, and Department of Health policies, protocols, and guidelines regarding HIV/AIDS/HCV notifiable disease reporting.
10. Provide technical assistance as needed to the Provider or refer Provider to the Florida Department of Health Division of Disease Control and Health Protection Bureau of Communicable Diseases for technical assistance.

ARTICLE 4. OBLIGATIONS OF PROVIDER.

The Provider, through its Community Paramedicine Program, agrees to:

1. Provide Confidential HIV/HCV Counseling, Testing, and Linkage to Care Services as a registered HIV/HCV testing program.
2. Provide Confidential HIV/HCV Counseling, Testing, and Linkage to Care Services at no charge to the Client.
3. Follow all applicable Florida Statutes and Florida Administrative Codes regarding Confidential HIV/HCV Counseling, Testing, and Linkage to Care Services.
4. Follow all Department of Health policies, protocols, and guidelines regarding Confidential HIV Counseling, Testing, and Linkage to Care Services.
5. Refer HIV-positive and HIV-negative Clients to prevention, medical care, and other needed services as appropriate.
6. Participate in quality improvement/technical assistance reviews by the HIV/AIDS Section, the assigned Early Intervention Consultant, and/or the Department.
7. Provide confidential HCV counseling testing, referral and/or Linkage to Care Services as a registered HCV testing program.
8. Provide confidential HCV counseling, testing, referral and/or Linkage to Care Services as a registered HCV testing program.
9. Link all HCV-positive Clients to medical care and partner services.
10. Refer HCV-positive and HCV-negative Clients to prevention, medical care, and other needed services as appropriate.
11. In accordance with Section 384.25, Florida Statutes, report positive test results with identifying information (including: Client name, address, telephone number, date of birth, race, sex, country of birth, ethnicity), risk information, test date, and type of test performed for all Clients testing to the Department.

ARTICLE 5. TERMINATION.

Either Party may terminate this MOU by providing written notice at least thirty (30) days' prior to the date of termination.

The notice of termination shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

ARTICLE 6. AMENDMENTS.

This MOU may be amended, in writing, at any time if all Parties agree.

ARTICLE 7. NOTICES.

All notices from one party to the other under this MOU shall be directed to the following addresses:

If to COUNTY: Robert Smith, Director
 Manatee County Department of Public Safety
 Post Office Box 1000
 Bradenton, Florida 34206
 Facsimile: (941) 749-3568

If to DEPARTMENT: Eddie Rosa
 Florida Department of Health Manatee County
 410 6th Avenue East
 Bradenton, Florida 34208
 941-242-6889

Either party may designate a different person or address for notices by providing advance written notice to the other party.

ARTICLE 8. COMPLIANCE WITH APPLICABLE LAWS.

The Parties shall comply with the Health Insurance Portability and Accountability Act (“HIPAA”), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) and any other applicable federal law. The Parties shall also comply with all applicable Florida Statutes including, but not limited to, Sections 381.004, 384.29, 392.55, 392.56, 392.57, 392.65, and 456.057.

ARTICLE 9. CONFIDENTIAL INFORMATION.

As required by HIPAA and Florida Statutes, the Parties shall maintain the confidentiality of all data, files, and records including Client records related to the services provided pursuant to this MOU. Procedures shall be implemented by the Provider to ensure the protection of all confidential information. These procedures shall be consistent with the Department’s Information Security Policies, Protocols, and Procedures, as amended (Attached as Exhibit A). The Provider shall adhere to any amendments to the Department’s security requirements provided to it during the period of this MOU. The Provider shall also comply with any applicable professional standards of practice with respect to Client confidentiality.

ARTICLE 10. INSURANCE.

The Parties intend to be responsible for only their own acts and omissions and the acts and omissions of their own officers, agents, and employees. Each of the Parties intends to maintain necessary insurance through its own self-insurance program pursuant to Section 768.28, Florida Statutes.

ARTICLE 11. SOVEREIGN IMMUNITY.

No provision of this MOU shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed effective as of the date set forth above.

**FLORIDA DEPARTMENT OF HEALTH,
MANATEE COUNTY**

By: Jennifer Bencie
Jennifer Bencie, MD, MSA
CHD Health Officer/Administrator

Date: June 28, 2018

**MANATEE COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk