

Memorandum of Agreement

Between

City of Key West, Keys Overnight Temporary Shelter

and

State of Florida, Department of Health, Monroe County Health Department

This memorandum of agreement addresses the collaborative efforts of **City of Key West, Keys Overnight Temporary Shelter** and State of Florida, Department of Health, **Monroe County Health Department**

Monroe County Health Department agrees to:

- Provide **(Confidential and/or Anonymous)** HIV Counseling, Testing, Referral and/or Linkage Services as a registered HIV testing program.
- Provide HIV Counseling, Testing, Referral and/or Linkage Services at no charge to the client.
- Follow all applicable Florida statutes and rules regarding **(Confidential and/or Anonymous)** HIV Counseling, Testing, Referral and/or Linkage.
- Use the DH1818 Consent Form.
- Follow all Department of Health policies, protocols, and guidelines regarding **(Confidential and/or Anonymous)** HIV Counseling, Testing, Referral and/or Linkage.
- Link all HIV positive-clients to medical care and Partner Services.
- Refer HIV positive- and HIV-negative clients to prevention and other needed services as appropriate.
- 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 confidentially to the FDOH (County Health Department HIV/AIDS Surveillance program). All confidential reports must be placed in a double sealed envelope (with the inner envelope marked CONFIDENTIAL) prior to hand delivery or by mail.
- Participate in quality improvement/technical assistance reviews by the Bureau of HIV/AIDS, the assigned Early Intervention Consultant, and/or the **Monroe County Health Department**.

- Provide copies of applicable Florida statutes and rules and Department of Health policies, protocols, and guidelines regarding HIV Counseling, Testing, Referral and/or Linkage Services.
- Conduct quality improvement/technical assistance reviews as needed or scheduled.

City of Key West agrees to:

- Provide a private setting for the staff of the Monroe County Health Department, to conduct HIV Counseling and Testing at Keys Overnight Temporary Shelter 5503 College Road (DJJ Bldg.), Room 211 3rd floor, Key West, Florida
- Place flyers provided by DOH at location, stating when HIV testing is going to be available and notify residents through currently established communication channels.

Limitation of Liability

- The Monroe County Health Department, as a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts.
- The City of Key West as a state agency or subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts.
- Nothing contained in this section shall be construed to be a waiver by either party of any protection under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

Insurance

Each party shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. For the purposes of this section, a governmental entity may be self-insured.

Relationship of Parties

- The City of Key West is, and shall be, in the performance of all works, services and activities under this Agreement, an independent agency and not an employee, agent of servant of the Monroe County Health Department.

Privileges and Immunities

- All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the Monroe County Health Department when performing their respective functions under this Agreement within the premises provided by the City of Key West,

shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the premises provided by the City of Key West.

Non-Reliance by Non Parties

- No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Monroe County Health Department and the City of Key West agree that neither them, or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

HIPAA: Where applicable, all parties to this agreement will comply with the Health Insurance Portability and Accountability Act, as well as all regulations promulgated there under (45CFR Parts 160, 162, and 164).

This agreement shall begin on June 1, 2011, or on the date that both parties have signed, whichever is later, and will end on June 30, 2013.

This agreement may be terminated by either party with no less than 30 days notice without cause, unless a lesser time is mutually agreed upon by both parties. Termination with cause (breach of agreement) may result in a lesser time, as determined by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness thereof, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

Signed by: _____

City of Key West

Date: _____

Signed by: _____

Robert B. Eadie
Administrator
Monroe County Health Department

Date: _____