

RESOLUTION NO. 2008 - 18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ON BEHALF OF THE ST. JOHNS COUNTY MENTAL HEALTH DEPARTMENT ACCEPTING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND DUVAL COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the need exists for confidential HIV counseling, testing and referral services in St. Johns County, and

WHEREAS, the St. Johns County Mental Health Department is qualified to provide these services, and

WHEREAS, the Duval County Health Department will enter into a Memorandum of Agreement with St. Johns County to provide supplies, laboratory services, educational materials and technical assistance, and

WHEREAS, the Agreement with the Duval County Health Department is attached and incorporated as an Exhibit to the Authorizing Resolution, and

WHEREAS, The County has reviewed the proposed Agreement, and determined that such Agreement is in the long-term interest of the County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:


1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Agreement between St. Johns County, Florida and the Duval County Health Department and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 22nd day of January, 2008.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Thomas G. Manuel, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 1/25/08

Res 08-18

Memorandum of Agreement
Between
St. Johns County Board of County Commissioners
and
Duval County Health Department

This memorandum of agreement is by and between **St. Johns County Board of County Commissioners on behalf of St. Johns County Mental Health Department and Duval County Health Department (DCHD)** by and through the State of Florida, Department of Health.

St. Johns County Mental Health Department agrees to:

- Provide **Confidential** HIV Counseling, Testing and Referral Services as a registered HIV testing program.
- Provide HIV Counseling, Testing, and Referral Services at no charge to the client.
- Follow all applicable Florida statutes and rules regarding **Confidential** HIV Counseling, Testing and Referral.
- Follow all Department of Health policies, protocols, and guidelines regarding **Confidential** HIV Counseling, Testing, and Referral.
- Refer HIV positive- and HIV-negative clients to prevention, medical care, and other needed services as appropriate.
- Participate in quality improvement/technical assistance reviews by the Bureau of HIV/AIDS, the assigned Early Intervention Consultant, and/or the DCHD.
- Report the names and identifying information of all clients whose **confidential test** result is positive to the DCHD HIV/AIDS Surveillance Program for follow-up services. Complete the Confidential HIV Positive Disease Reporting Form; deliver it, or mail it in a sealed double envelope, with the inner envelope marked "CONFIDENTIAL", within 3 working days after your site receives the positive lab results to:

David Carmon
Senior Surveillance Manager
5917 105th Street
Jacksonville, Florida 32244

Completed post test counseling forms (DH 1628c) will be mailed weekly to Tallahassee:

Attn: Counseling and Testing Data Unit
Department of Health
Bureau of HIV/AIDS
4052 Bald Cypress Way, Bin A09
Tallahassee, FL 32399-1715

Each completed form will include:

1. Referral section completed;
2. Risk assessment completed;
3. Bar code that matches the printed Scan Id# placed in designated area;
4. Post test counseling date written in.

This site agrees to comply with the post test standard of ensuring that 90% of all HIV positive results are given to the client. Every effort is made to link all positive clients to medical care.

Duval County Health Department agrees to:

- Provide, as available, HIV testing supplies and laboratory services at no charge to the provider.
- Provide the *HIV/AIDS 500* prerequisite course, the *HIV/AIDS 501 Prevention Counseling, Testing, and Referral Services* course, and annual HIV/AIDS updates at no charge to the provider.
- Provide DH 1628 Laboratory Request Forms and DH 1818 Consent Forms at no charge to the provider.
- Provide copies of applicable Florida statutes and rules and Department of Health policies, protocols, and guidelines regarding HIV Counseling, Testing, and Referral.
- Provide technical assistance as needed to the provider or refer provider to the Bureau of HIV/AIDS for technical assistance.
- Conduct quality improvement/technical assistance reviews as needed or scheduled.



Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
Secretary

This agreement shall begin on **February 1, 2008** or on the date that both parties have signed, whichever date is later.

The parties agree that each party shall be responsible for the liabilities of their respective agents, servants, and employees. It is understood that DCHD, its agents, servants, and employees are protected against tort claims as described in Section 768.28, Florida Statutes. The exclusive remedy for injury or damage resulting from such negligent acts or omissions of such agents, servants, and employees of DCHD is by action against the State of Florida.

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

This agreement may be terminated by either party with no less than 30 days written notice with or 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, mutually 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: _____
Michael D. Ivanchick
County Administrator
St. Johns County BOCC

Signed by: _____
Robert G. Harmon, MD, MPH
Director
Duval County Health Department

Date: _____

Date: _____

Signed by: _____
David Andress/HAPC – 4
Duval County Health Department

Signed by: _____
Mitch Marcus/Early Intervention Consultant--4
Duval County Health Department

Date: _____

Date: _____