

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE PALM BEACH COUNTY HEALTH DEPARTMENT  
AND  
SCHOOL BOARD OF PALM BEACH COUNTY**

This Memorandum of Agreement ("Agreement") is entered into between the State of Florida, Department of Health, Palm Beach County Health Department, hereinafter referred to as the "department," and the School Board of Palm Beach County hereinafter referred to as the "provider."

This Memorandum of Agreement (MOA) provides for the provision of preventing serious health problems and improving educational outcomes related to school health and HIV/AIDS in Palm Beach County.

**THE PARTIES AGREE:**

**I. The Department Agrees to:**

The department is to perform the following tasks:

- A. Designate an HIV/AIDS Health Education employee of the department to promote continuous HIV/AIDS educational activities when requested by the provider within provider's schools.
- B. Designate an HIV/AIDS Medical Provider employee of the department to review for medical accuracy all proposed written materials (written and/or educational materials, videos and surveys) purchased with provider grant funds.
- C. Provide information to the provider in order to advance the implementation of both Palm Beach County's Rapid Assessment, Response and Evaluation (RARE) Report's and the CARE System Assessment Demonstration (CSAD) Project's recommendations (concerning prevention interventions and patient care support services targeted to adolescents.)

**II. The Provider Agrees to:**

- A. Designate an employee to establish a collaborative relationship with the department and serve as point of contact.
- B. Inform department's designated employee when HIV/AIDS education units summer writing teams will meet.
- C. Submit to department's designated employee proposed written and/or educational materials, videos and surveys for medical accuracy.
- D. Implement Palm Beach County's RARE Report's and CSAD Project's recommendations (concerning prevention interventions and patient care support services targeted to adolescents), when appropriate, in the sole discretion of the provider.
- E. Information Security. If applicable, the provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this Agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, 1999-2000, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider upon execution of this Agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this Agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

### III. The Provider and The Department Mutually Agree:

#### A. Effective and Ending Dates

- (1) This Agreement shall begin January 1, 2006, or on the date on which the Agreement has been signed by both parties. It shall end on June 30, 2007.

#### B. Termination

##### (1) Termination at Will

This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

##### (2) Termination for Breach

This Agreement may be terminated for either party's non-performance upon no less than twenty-four (24) hours notice in writing by the non-breaching party. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

#### C. Indemnification

The parties recognize their respective liability for certain tortuous acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-employed, regarding its respective liability, throughout the term of Agreement.

#### D. Relationship

Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties.

#### E. Renegotiation or Modification

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

#### F. Health Insurance Portability Act of 1996 (HIPAA)

- i. Where applicable, the parties will comply with HIPAA as well as all regulations promulgated thereunder (45CFR Parts 160,162, and 164).
- ii. Where applicable, the parties incorporate by reference the operative obligations of the respective parties specified in 45 C.F.R. §§ 164.502(e) and 164.504(e, f, and g, and subdivisions thereunder as applicable) of HIPAA privacy regulations, only insofar as either individual party is a business associate as defined in 45 C.F.R. § 160.103, for purposes of this Agreement. This provision for HIPAA business associate obligations shall remain in effect as long as the business associate has possession of protected health

information received from the other party. This HIPAA business associate provision survives termination of this Agreement.”

G. Memorandum of Agreement (MOA) Terms

- 1) MOA Signer: person authorized to sign MOAs, pursuant to the delegation of authority.

H. Definition of Program Specific Terms

- (1) RARE Project Report: A report detailing recommendations of services needed within Palm Beach County to address HIV/AIDS issues.
- (2) CSAD Project: A project assessing why minority females who have been diagnosed with HIV/AIDS are not getting care in Palm Beach County.
- (3) HIV/AIDS Education Units Summer Writing Teams: Teams utilized to develop and implement HIV/AIDS educational programs for the provider.

I. Scope of Services

- (1) HIV/AIDS Educational Activities will be provided at provider's site.
- (2) HIV/AIDS Education Units Summer Writing Teams will be held at provider's site.
- (3) Written material review will be conducted at department's site when provider submits information for review.
- (4) Services will be provided for a period of time not to exceed the MOA period.

J. Clients to be Served

Adolescents between the ages of 13-19 will be provided HIV/AIDS educational activities in accordance with Health education instruction in acquired immune deficiency syndrome section 1003.46, Florida Statutes.

K. Fees for Services: No fees are to be charged in association with this agreement.

L. Services Hours

- (1) Monday – Friday, 8am-5pm for the department and the provider.
- (2) Other days and times when requested by the department or the provider and approved by both the department and the provider.
- (3) The department will function from the Broadway Health Center located at 301 Broadway, Riviera Beach, Florida 33404.
- (4) The provider will function from the School District Headquarters located at 3300 Forest Hill Boulevard, West Palm Beach, FL 33406

M. Official Representatives

- (1) For the Department:

Name: Jeffrey A. Ferraro, MPA

Title: Contract Manager

Organization: Palm Beach County Health Department

Mailing Address: 301 Broadway, Riviera Beach, FL 33404

Telephone/Fax: (561) 882-3293/Fax (561) 845-4430

e-mail: jeffrey\_ferraro@doh.state.fl.us

- (2) For the Provider:

Name: Dannette Fitzgerald

Title: CDC Grant Manager

Organization: School District of Palm Beach County

Mailing Address: 3300 Forest Hill Blvd., West Palm Beach, FL 33406

IN WITNESS THEREOF, the parties hereto have caused this 4. page Agreement to be executed by their undersigned officials as duly authorized.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY	STATE OF FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY HEALTH DEPARTMENT
SIGNED BY:	SIGNED BY:
NAME: Arthur Johnson, Ph. D.	NAME: Jean Marie Malecki, MD, MPH, FACPM
TITLE: Superintendent	TITLE: Director
DATE:	DATE:
SIGNED BY:	
NAME: Tom Lynch	
TITLE: Chairman	
DATE:	

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*Lumberg Hall 11/21/05*