

**Memorandum of Understanding**  
**Florida Bureau of Public Health Laboratories and (*insert NHBS participant name*)**

I.  
II. Agency Parties

This agreement is by and between the Florida Department of Health Bureau of Public Health Laboratories (FBPHL), located at 1325 N.W. 14<sup>th</sup> Ave., Miami, FL 33125 and the (*insert NHBS participant name*) located at (*insert NHBS participant address*). The (*insert NHBS name*) is a CDC selected National HIV Behavioral Surveillance study participant requiring as part of their duties to perform anonymous HIV point-of-care (POC) rapid screening and supplemental testing in the confirmatory process, as needed. The FBPHL, a public health CLIA certified laboratory, offers unique HIV diagnostic and surveillance testing services.

III. Purpose

This Memorandum of Understanding describes the scope of the FBPHL duties in performing FDA approved HIV-1 Western Blot (WB) on human dried blood spots (DBS) submitted by (*NHBS name*) for supplemental testing of presumptive positive POC result. This agreement is an example of the CDC and the Association of Public Health Laboratories co-sponsored Laboratory Efficiencies Initiative (LEI) to build a sustainable public health laboratory system in the United States. In addition, LEI encourages sharing of testing services across states (regionalization), adoption of standardized testing platforms, optimized models of service organization, generation of new revenue sources, application of informatics solutions and procurement cost-savings.

IV. Legal Authority for MOU

F.S. 381.0202(1) DOH has the authority to establish and maintain laboratories in Florida for "microbiological and chemical analysis and any other purposes it determines necessary for the protection of the public health" F.S. 252.41(1) provides resources of the state of Florida can be used as necessary, within or without the state, in areas stricken by an emergency.

V. Definition of Terms

- A) DBS – Human whole blood obtained via a fingerstick and collected on a study approved filter paper (Whatman 903) and allowed to dry suspended horizontally prior to shipment or long-term storage.
- B) CLIA – Clinical Laboratory Improvement Act, state and federal laboratory licensing authority of the Center for Medicare and Medicaid Services.
- C) BioRad HIV-1 Western Blot – a sole source FDA approved supplemental test in the confirmatory process for the detection of antibodies to HIV-1, specifically for use with human serum, plasma and dried blood spots.

VI. Intended Beneficiaries, No Private Right Created

The parties to this Agreement further agree and covenant that this Memorandum of Understanding is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures

and lawful executions below. This document is an agreement between FBPHL and (*NHBS name*) and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Memorandum of Understanding is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VII. Mutual Exchange of Promises

The FBPHL agrees to perform its duties as described in II. Purpose, as limited therein. (*NHBS name*) agrees to pay FBPHL \$32.00 per DBS specimen on which FBPHL performs its duties as described in II. Purpose. Transportation of DBS specimens to FBPHL shall be by overnight courier, ambient temperature and within 7 days of collection at (*NHBS name's*) expense. Reporting of HIV-1 Western Blot results to (*NHBS name*) will be via encrypted email log sheets.

The FBPHL agrees to maintain CLIA and state licensure certification throughout the MOU effective period.

VIII. Payment Terms and Conditions

FBPHL shall invoice (*NHBS name*) on a monthly basis at the price noted in Section VI. Invoices and supporting documents shall be mailed (or emailed) to the address provided below. The (*NHBS name*) shall remit payment within 30 days of receipt on invoice.

*(List NHBS name, mailing address or email address for invoices)*

IX. No Indemnification

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement. No party to this MOU agrees to release, hold harmless, or indemnify the other party from liability that may arise or relate to this MOU. Nothing herein is intended to serve as a waiver of sovereign immunity. Nothing herein shall be construed by any person or court as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of contract.

X. Assignment or Sub-Contracting

There shall be no assignment or sub-contracting of any aspect of this MOU absent mutual written agreement.

XI. Waiver

No failure of any party to enforce any term hereof shall be deemed to be a waiver.

XII. Severability & Survivability

If any provision of this Memorandum of Understanding is determined by settlement or by judgment of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect notwithstanding.

XIII. Venue and Choice of Law

Florida law, without giving effect to its choice of law principles, governs all matters arising under or related to the MOU. Venue for any legal actions arising herefrom is a state court of competent jurisdiction in Leon County, Florida.

XIV. Amendment

All terms and conditions of this Agreement are fully set forth in this document. There are no other terms or other agreements outside this document. This agreement may be amended at any time by a writing setting out the signed mutual agreement of the parties.

XV. Effective Date, Term & Termination

This MOU shall begin on **10/1/2012** or on the date on which the last signatory signs same, whichever is later. It shall end on **9/30/2014** or upon completion of the NHBS project and FBPHL receipt of final payment from (*NHBS name*). This Agreement may be terminated by either party without cause, upon no less than 30 days written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

XVI. Authority to Bind Principals

The persons executing this Memorandum of Understanding on behalf of their respective agency parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the agency for which they sign.

\_\_\_\_\_  
Administrative Service Director  
Bureau of Laboratories

\_\_\_\_\_  
Date

\_\_\_\_\_  
*NHBS Coordinator's name*  
*title,*  
*NHBS facility*

\_\_\_\_\_  
Date