

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on date signed below (the "Effective Date"), by and between Florida Community Health Partners, LLC (FCHP) with headquarters at 8140 College Parkway, Fort Myers, Florida 33919 (the "First Party"), and the Walt McNeil, the Sheriff of Leon County, Florida (hereinafter "SHERIFF") located at 2825 Major James Morgan Way Jr. Tallahassee Florida 32304, (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To expand access to high-quality, stigma-free healthcare through the provisions of comprehensive HIV/AIDS care, STD , and Hepatitis C screening and treatment for at risk populations.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future services considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Florida Community Health Partners, LLC. who shall provide Medical Services to Inmate Clients referred to for the testing and treatment of HIV/AIDS, Sexually Transmitted Diseases, and Hepatitis C., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from the execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Florida Community Health Partners, LLC (FCHP) shall render and provide the following services that include, but are not limited to:

- Testing and Treatment Services: FCHP shall provide HIV, STD, and Hepatitis C testing and treatment to high-risk individuals or those referred by AFFILIATE.
- Medical Care and Follow-Up: FCHP shall ensure that clients who test positive and require treatment receive comprehensive medical care and follow-up services while at the AFFILIATE site.
- Discharge Planning: Regardless of test results, FCHP shall provide discharge planning for all tested individuals, including a list of community resources relevant to the client's needs.

- Electronic Health Record (EHR) Access: In compliance with HIPAA laws and regulations, FCHP shall grant ONE designated AFFILIATE representative secure access to the electronic health record system for the purpose of ensuring continuity of care.
- Scheduled Outreach Services: FCHP shall coordinate and establish a weekly, bi-weekly, or monthly outreach schedule, specifying the dates and times of services to be provided at the AFFILIATE site.
- Prescription Assistance and Referrals: FCHP shall assist clients in accessing internal and external prescription assistance programs, patient assistance initiatives, and other available resources to facilitate coverage of necessary medications.

All services provided under this agreement shall be delivered in accordance with applicable federal, state, and local laws and regulations, as well as industry best practices for patient care and confidentiality.

SHERIFF (“Second Party, Affiliate”) shall render and provide the following services that include, but are not limited to:

- Facility Access and Coordination: AFFILIATE shall grant FCHP staff permission to access and provide medical services within any AFFILIATE-owned or operated facility. AFFILIATE shall coordinate with FCHP to ensure that staff can evaluate, screen, and treat referred clients as necessary.
- Use of Clinic Space: AFFILIATE shall permit FCHP staff to utilize designated clinic office space to conduct screenings, consultations, and discussions regarding available medical services for referred individuals.
- Training and Security Clearance: AFFILIATE shall coordinate with FCHP to facilitate necessary training and security clearance for FCHP staff to enable the provision of services within AFFILIATE’s facilities, ensuring compliance with all applicable policies and regulations.
- Patient Referrals: AFFILIATE shall inform individuals seeking or receiving services at its facilities about the medical services offered by FCHP. This includes individualized patient referrals based on assessed needs, as determined by AFFILIATE staff.
- Use of Electronic Devices: AFFILIATE shall grant clearance for FCHP staff to bring and utilize necessary electronic devices, including but not limited to computers, mobile hotspots, and other technology required for the efficient provision of care.
- Medical Records Access: AFFILIATE shall grant FCHP access to request relevant medical records as necessary for the provision and continuity of care of referred clients. Such access shall be provided in a timely manner to prevent any delays that could negatively impact patient outcomes, in compliance with all applicable privacy and confidentiality regulations.

AFFILIATE and FCHP shall work collaboratively to ensure the effective delivery of services while adhering to all relevant federal, state, and local laws and regulations governing healthcare operations and patient confidentiality.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of **12 months** from the Effective Date (date that agreement is signed by both parties) and maybe extended upon written mutual agreement of both Parties.

6. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice. Further, this Agreement may be terminated by either party for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such material breach within fifteen (15) days following written notice of such breach.

7. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

8. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

9. NOTICE

Any notice, request or other communication provided under this MOU shall be in writing, and either hand delivered, delivered by a nationally recognized delivery service, or by registered or certified mail, return receipt requested, postage prepaid, and shall be addressed to the Parties indicated below, unless notice of change in address is furnished in accordance with this Paragraph. Notice shall be deemed given upon receipt.

SHERIFF WALT MCNEIL ("SECOND PARTY, AFFILIATE")

Attn: Detention Special Services Captain

Leon County Sheriff's Office

2825 Major James Morgan Jr Way

Tallahassee FL 32304

FLORIDA COMMUNITY HEALTH PARTNERS, LLC.

Attn: JESSE B. LESZCZYNSKI

8140 COLLEGE PARKWAY

SUITE 101

FORT MYERS, FL 33919.

10. MUTUAL INDEMNIFICATION

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party or its employees may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this MOU.

AFILIATE. will not be responsible for covering the cost of testing and/or treatment including but not limited to pharmacy costs or 340B pricing for HIV and/or Hepatitis C medication.

No Party of this MOU includes any form of financial agreement, obligation or liability nor does it confer on either Party the capacity to represent or act as an agent of the other.

11. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

12. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Florida.

13. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Florida Community Health Partners, LLC (FCHP) and Sheriff Walt McNeil, and shall be effective as of the date first written above.



4/18/2025 Florida Community Health Partners

Florida Community Health Partners ,LLC.

Date

DocuSigned by:


4/18/2025 | 12:55 PM PDT Leon County Sheriff

“Second Party, Affiliate”

Date