

Memorandum of Understanding

Between

**PASCO SHERIFF'S OFFICE**

And

**Florida Department of Health  
Pasco County Health Department**

This memorandum of agreement addresses the collaborative efforts of the **Pasco Sheriff's Office** and the **Florida Department of Health, Pasco County Health Department** which provides public health services in Pasco County through **DOH-Pasco**.

**WHEREAS**, the **Pasco Sheriff's Office (PSO)** operates the Pasco Sheriff's Office Detention Facility, a detention facility, and wishes to provide health educational, screening and testing services for its inmates; and

**WHEREAS**, the **Florida Department of Health, Pasco County Health Department (DOH-Pasco)**, provides public health services and health-related educational, screening, assessment and treatment services related to HIV, Syphilis, and Hepatitis to Pasco County citizens and visitors as appropriate for the protection of the public health;

**NOW, THEREFORE**, the parties agree to collaborate for the attainment of their mutual purposes as follows:

**1. The Pasco Sheriff's Office (PSO) agrees to:**

- Provide suitable office space and access to a telephone for DOH staff or contractors assigned to provide inmate health services pursuant to this agreement. The Provider will inform its inmates that the DOH-Pasco will conduct HIV, Syphilis, and Hepatitis screenings on high-risk inmates.
- Provide all PSO-required clearances on all staff or contractors assigned by DOH-Pasco to work in the Pasco Sheriff's Office Detention Facility.
- Furnish assigned DOH-Pasco staff with the Pasco Sheriff's Office Detention Facility's formal in-service training and orientation covering facilities, security and any other PSO-required training, including but not limited to:
  - **PREA**. Pursuant to PREA (Prison Rape Elimination Act) standard 115.31, DOH employees having contact with inmates at the Pasco Sheriff's Office Detention Facility shall be trained on topics outlined in this standard prior to any inmate contact. PSO will train assigned DOH staff or contractors of their responsibilities under the PSO's policies and procedures regarding: sexual abuse and sexual harassment prevention, detection, and response. PSO will confirm to PSO satisfaction that assigned DOH employees or contractors

understand the training they have received. All such documentation shall be maintained by PSO.

- **CJIS.** Pursuant to the Federal Bureau of Investigations and the Florida Department of Law Enforcement, DOH-Pasco require assigned DOH employees or contractors to comply with the Criminal Justice Information Services (CJIS) Security Policy. The policy requires that all DOH-Pasco employees who enter into the **Pasco Sheriff's Office Detention Facility** receive CJIS Security Awareness Training/Testing every two years and requires all DOH-Pasco employees who enter into the Pasco Sheriff's Office Detention Facility be fingerprinted. PSO will fingerprint and provide CJIS training to all DOH-Pasco employees who are assigned to and enter into the **Pasco Sheriff's Office Detention Facility**.
- Allow the DOH-Pasco to conduct confidential HIV counseling and testing practices on consenting inmates consistent with all applicable Florida and federal statutes, rules, and current public health procedures and protocols of DOH-Pasco.
- Not use any information obtained concerning a recipient of services under this agreement for any purpose not in conformity with state laws and federal regulations, including but not limited to Section 381.004(2) (e), (f), Florida Statutes, except upon patient written consent or as otherwise authorized by law.
- Upon the written and appropriate release by an inmate, or otherwise as permitted by law, permit the DOH-Pasco access to the patient health care records of the health care provider delivering services to **Pasco Sheriff's Office Detention Facility** inmates under this project. The provider agrees to give access to records of those inmates seen by DOH-Pasco staff or contractors working under this project.
- Report any adverse incidents and information regarding the delivery of services immediately to the DOH-Pasco if such incidents and information pertain to an inmate served under this agreement.
- Ensure that confidential HIV testing and services provided by the DOH-Pasco or the PSO will be performed at no charge to the inmates.
- Ensure that all seropositive inmates served under this agreement must be asked if they have, or have had, a spouse at any time within the ten (10) year period prior to the diagnosis of HIV infection. The inmates should be informed of the importance of notifying the spouse or former spouse(s) of the potential exposure(s) to HIV. A Person Living with HIV must be offered the assistance of public personnel in notifying a spouse or any sex or needle sharing partners. The PSO will refer those individuals choosing the assistance of public health personnel to the DOH-Pasco STD Control Program.
- Submit to regular inspection of the facilities for the project and the bi-annual agreement performance monitoring by the DOH-Pasco.

- ❑ Complete the HIV Site Registration Form DH 1781 in accordance with Section 381.004, F.S. and 64D-2, F.A.C. A copy of the registration certificate shall be on file with the DOH-Pasco.
- ❑ Follow all applicable Florida statutes and rules regarding Confidential HIV Counseling, Testing, Referral and/or Linkage.
- ❑ Use the DH1628 Laboratory Request Form and DH1818 Consent Form.
- ❑ Follow all Department of Health policies, protocols, and guidelines regarding Confidential 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 delivery by mail.
- ❑ Participate in quality improvement/technical assistance reviews by the HIV/AIDS Section, the assigned Early Intervention Consultant, and/or the DOH-Pasco.
- ❑ **Cooperation with Inspector General required.** Both parties acknowledge that it is the duty of every state contractor and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing pursuant to Fla. Stat. 20.055 (5) (2015), and that PSO understands and will comply with this requirement.

**2. The Florida Department of Health (DOH-Pasco) agrees to:**

- ❑ Provide appropriate staff to provide services under this agreement at the Pasco Sheriff's Office Detention Facility.
- ❑ Provide HIV Rapid Testing, STD and Hepatitis training to the DOH-Pasco staff assigned to the Pasco Sheriff's Office Detention Facility.
- ❑ Provide HIV counseling and testing, syphilis testing, and Hepatitis screening to the targeted inmate population.
- ❑ Enable inmate target population members to learn their HIV status through voluntary testing and counseling with the goal to reduce the number of high-risk individuals who are unaware of their status.

- ❑ Encourage the reduction or prevention of behaviors or practices that place persons at risk for contracting or transmitting HIV, STDs, and Hepatitis by providing testing and counseling within the target high-risk population in the Pasco Sheriff's Office Detention Facility.
- ❑ Provide follow-up and referral services to Persons Living with HIV who are released from the Pasco Sheriff's Office Detention Facility.
- ❑ Ensure that persons infected with HIV, STDs, or Hepatitis will be identified so that they can be linked into care and referral services in order to prevent secondary transmission.
- ❑ Furnish partner notification and testing through the DOH-Pasco and that the DOH-Pasco will refer inmates/clients to appropriate interventions and care.
- ❑ To complete all documentation, including acquiring necessary medical release forms, on inmates screened at the Pasco Sheriff's Office Detention Facility.
- ❑ Provide, as available, HIV meeting supplies and laboratory services at no charge to the PSO.
- ❑ Provide DH 1628 Laboratory Request Forms and DH 1818 Consent Forms at no charge to the PSO.
- ❑ Provide the *HIV/AIDS 500* prerequisite course, the *HIV/AIDS 501 Prevention Counseling, Testing, and Linkage Services* course, and annual HIV/AIDS updates at no charge to the PSO.
- ❑ Provide, upon request, PSO with copies of applicable Florida statutes and rules and Department of Health policies, protocols, and guidelines regarding HIV Counseling, Testing, Referral and/or Linkage Services.
- ❑ Provide technical assistance as needed to the PSO or refer PSO to the Bureau of HIV/AIDS for technical assistance.
- ❑ Conduct quality improvement/technical assistance reviews as needed or scheduled.

**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).

**Public Records: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)245-4005,**

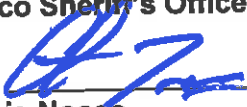
**PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way,  
Bin A02, Tallahassee, FL 32399.**

Unless terminated earlier as provided herein, the term of this agreement shall be from **July 1, 2017** or the latest date of signature by the parties, whichever is later, through **June 30, 2020**. This agreement may be renewed for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.


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 for 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 by hand delivery with proof of delivery.

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

**PSO: Pasco Sheriff's Office**

Signed by:   
Name: **Chris Nocco**  
Title: Pasco County Sheriff  
Date: 7/17/17

**State of Florida, Department of Health,  
Pasco County Health Department**

Signed by:   
Name: **Michael J. Napier**  
Title: Administrator, County Health Officer  
Date: 6/30/17