

Memorandum of Understanding (MOU)
between
Lexington-Fayette County Community Corrections
and
Lexington-Fayette County Health Department

I. General:

This Memorandum of Understanding (MOU) sets forth the terms between the Lexington-Fayette County Health Department and the Lexington-Fayette County Community Corrections to implement a jail education program.

II. Background:

The Lexington-Fayette County Health Department and its partners provide Harm Reduction Services consisting of syringe exchange, hepatitis C and human immunodeficiency virus (HIV) testing and counseling, vaccinations, substance abuse treatment referrals, and naloxone education and distribution.

In an effort to reduce the morbidity and mortality related to Opioid Use Disorder and overdose in the Fayette County area, the Lexington-Fayette County Health Department will partner with the Lexington-Fayette County Community Corrections to provide on-site naloxone education and distribution in conjunction with additional harm reduction education.

III. Purpose:

This MOU will outline the responsibilities of the partnership between the Lexington-Fayette County Community Corrections and Lexington-Fayette County Health Department.

IV. Responsibilities:

Lexington-Fayette County Health Department will:

1. Provide competent trained personnel to provide naloxone education and training.
2. Provide, at a minimum, monthly naloxone trainings and free naloxone kits to inmates expecting release from the Lexington-Fayette County Community Corrections. Inmate participation in the trainings is voluntary.
3. Provide, at a minimum, quarterly naloxone trainings and free naloxone kits to visitors at the Lexington-Fayette County Community Corrections. Visitor participation in the trainings is voluntary.
4. Provide a resource bag to inmates expecting release from the Lexington-Fayette County Community Corrections, including information about substance use treatment, housing, food, and other local resources.

Lexington-Fayette County Community Corrections will:

1. Provide a secure place for Lexington-Fayette County Health Department personnel to conduct naloxone trainings for inmates expecting release from the detention center.
2. Provide a secure place for Lexington-Fayette County Health Department personnel to conduct naloxone trainings for visitors of the detention center.
3. Identify inmates that have shown interest for participating in the jail education program's harm reduction trainings.

4. Escort inmates to a secure place for naloxone trainings.
5. Store inmate naloxone kits and resource bags with the inmate's personal belongings to distribute upon release from the detention center.

V. Reporting, Data Collection, & Documentation:

Naloxone education and distribution requires the documentation of information in a naloxone dispensing log in accordance with the Kentucky Board of Pharmacy administrative regulations KAR 2:360. The Lexington-Fayette County Community Corrections will allow Lexington-Fayette County Health Department representatives completing training to obtain required documentation. Any documentation created as part of the naloxone education is the property of the Lexington-Fayette County Health Department.

VI. HIPAA:

Lexington-Fayette County Community Corrections will:

1. Not use or disclose client protected health information (PHI) other than as permitted by the Lexington-Fayette County Health Department and in accordance with rules and regulations set for by the Department for Health & Human Services (HHS) and the Health Insurance Privacy & Accountability Act (HIPAA).
2. Put appropriate safeguards in place to comply with the HIPAA Security & Privacy Rule in regards to electronic health information, to prevent use or disclosure of client PHI other than provided for use as defined in this document.
3. In addition, the Lexington-Fayette County Community Corrections will report any breach (hardcopy or electronic) of which it becomes aware, and shall proceed with breach response steps as required by the Department for Health & Human Services. If at any point the Lexington-Fayette County Community Corrections becomes aware that a security incident involves a breach, the entity shall immediately initiate breach response and notify the Lexington-Fayette County Health Department Compliance Officer.
4. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the entity will abide by the same assurances as the Lexington-Fayette County Community Corrections.

VII. Duration:

1. This MOU may be modified by mutual consent of authorized officials from the Lexington-Fayette County Community Corrections or the Lexington-Fayette County Health Department.
2. The MOU shall be in effect from February 1, 2020 to August 31, 2020. This MOU shall automatically renew annually unless either party terminates upon thirty (30) days' written notice by outlining the reasons for termination, end to duration of grant period, or immediately for cause.

In witness thereof, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

Lexington-Fayette County Health Department:

Kraig Humbaugh MD, MPH – Commissioner of Health

Date: _____

Jill Keys, MS Ed, BSN, RN --Clinical Services Officer

Date: _____

Cara Kay, Chief Financial Officer

Date: _____

Lexington-Fayette County Community Corrections:

Signature of Authorized Agent

Date: _____

Printed Name

Title