

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Sheriff's Office, hereinafter referred to as the "District" and "Sheriff's Office" respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for the provision of family planning services; and

Whereas, the Sheriff's Office goal is to maintain optimal inmate health, including women's reproductive health services; and

Whereas, the District desires to provide family planning services to the female detainees as described herein,

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Provide, at no charge to the Sheriff's Office, women's reproductive health services to female detainees, limited to birth control options including Depo Provera injections, hormonal implants, or insertion of intrauterine devices/systems, for pregnancy prevention.
2. Provide necessary diagnostic services per medical protocol as indicated to appropriately provide the services described in one, above.
3. Provide District personnel and equipment for said services.
4. Provide, at no charge to the Sheriff's Office, chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice to female detainees as part of these family planning services.

The Sheriff's Office agrees to:

1. Promote Women's Reproductive Health Services to the female detainees.
2. Provide scheduled opportunities for District Family Planning Program staff to offer applicable education sessions for the female inmates.
3. Provide a computer or Wi-Fi to access the District's electronic health records system, Patagonia Health, in order to chart all clinical activities.
4. Assure the safety of District staff, through presence of Sheriff's Office staff.
5. Provide District staff a confidential, clinic room with an exam table, with stirrups, a sink and soap, etc., for services.

The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2019. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

Sheriff's Office:

Washoe County C/O
Washoe County Sheriff's Office
911 Parr Blvd
Reno, Nevada 89512

DISTRICT:

District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, Nevada 89520

Washoe Co. Manager's Office:

County Manager
Washoe County Manager's Office
1001 E. 9th Street, Bldg A
Reno, NV 89512

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the laws of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

By: _____
Chair

Date: _____

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____

ATTEST:

County Clerk