

NOVEMBER 2023

A Syndemic Approach to STD 340B Correctional Facility Partnerships for Health Department Prevention Programs

MOU Template for STD 340B
Correctional Facility Partnerships

By formalizing partnerships with correctional facilities, health department prevention programs can implement or expand grant-funded syndemic services and measure the public health impact the 340B program has on viral hepatitis, HIV, and STIs in their jurisdiction. A governmental memorandum of understanding (MOU) can outline and formalize the crucial public health partnership between a department of health (DOH) and a department of corrections (DOC) or local jail. These MOUs can set clear expectations regarding the syndemic services within the scope of the grants providing 340B eligibility, guide covered entities in meeting the 340B patient definition, and share meaningful aggregate data that will help evaluate the partnership. MOUs can also provide direction regarding the implementation of impactful prevention programming within DOC or jail and ensure the investment of medication cost savings back into the purpose and scope of the partnership.

The MOU template provided serves as an outline for viral hepatitis coordinators and prevention program administrators when developing or formalizing 340B eligible partnerships with DOCs or jails. This guidance is provided for general information purposes and does not constitute legal advice. This resource is designed to support Section 318 recipients and subrecipients including but not limited to PS21-2103. Health department administrators should use their best judgement when extending an MOU to a partner, adhering to health department policies and internal processes.

Acknowledgements

NASTAD and NCSD are grateful to Erin Fratto, Rita Isabel Lechuga, and Thaddeus Pham for the development of this resource and to the following persons that facilitated the review whose contributions and support made this publication possible: Boatemaa Ntiri-Reid and Rashad Ali Muhammad.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (“Agreement”)** is entered into by and between [Department of Health Prevention Program] and [Correctional Facility], collectively referred to as the “Parties” to ensure the implementation of grant activities within the scope of PS21-2103. The agreement also outlines the roles and responsibilities between the Parties regarding eligibility and participation in the Health Resources and Services Administration’s (HRSA) 340B Drug Pricing Program, here after referred to as the “Program”.

RECITALS

- **WHEREAS**, more than 2 million people in the United States have hepatitis C, and approximately 40% of those people are undiagnosed [Describe the impact of the syndemic on your jurisdiction here from your most recent epidemiologic reports, including jurisdiction-specific HCV, HBV, HIV, and STI incidence and prevalence rates].
- **WHEREAS**, the prevalence of viral hepatitis, HIV, and STIs is significantly higher among people who are incarcerated when compared with the general population (CDC). [HCV prevalence in state prisons is estimated to be nearly 9-fold higher than the US general population.](#) Incarcerated populations have distinct risk factors for acquiring viral hepatitis, HIV, and STIs including lack of access to harm reduction strategies including condoms, sterile syringes and injection equipment, and engaging in commercial, survival, or coerced sex.
- **WHEREAS**, the CDC provides specific screening, vaccination, and treatment recommendations for correctional and detention settings that give guidance for appropriate viral hepatitis-, HIV-, and STI-related services during intake and throughout the period of incarceration.
- **WHEREAS**, addressing communicable diseases in correctional settings is vital to address the overall syndemic of viral hepatitis, HIV, and STIs and correctional facilities present an opportunity for high-impact interventions to be implemented.
- **WHEREAS**, the [Department of Health Prevention Program] receives grant funding from CDC, authorized by Section 318 of the Public Health Service Act, to address the syndemic of viral hepatitis, HIV, and STIs. The [Department of Health Prevention Program] relies on partnerships to implement grant-specific programmatic activities to prevent and control viral hepatitis, HIV, and/or STIs.
- **WHEREAS**, the parties wish to collaborate for the purpose of improving infectious disease health outcomes for incarcerated individuals and the greater community throughout the state of [State] through viral hepatitis/HIV/STI testing, care, treatment, linkage, and related services within the [Correctional Facility].

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

I. GENERAL PURPOSE

The purpose of this agreement is to support the provision of viral hepatitis/HIV/STI testing, care, treatment, linkage, and related services within the [Correctional Facility].

II. RESPONSIBILITIES OF THE [Department of Health Prevention Program]

Provide in-kind contributions that support and promote the implementation of grant-related activities and services, including the testing, care, treatment, and linkage as outlined by PS21-2103 and this agreement, **including** :

- a. [Testing support that may include HIV/HCV rapid test kits, laboratory allocations, and confirmatory testing]
- b. [Hepatitis A/B vaccine]
- c. [Materials and supplies for the prevention, treatment and care of viral hepatitis, HIV, and STIs]
- d. [Educational brochures]
- e. [Educational programming to incarcerated individuals regarding the transmission, prevention, and treatment of viral hepatitis, HIV, and STIs]
- f. [Medical education and training to correctional facility staff on viral hepatitis, HIV, and STI treatment and care]
- g. [Partner services and linkage to care for individuals diagnosed with viral hepatitis, HIV, and STIs]
- h. [Health department staff embedded within the facility to assist with viral hepatitis, HIV, and STI services]
- i. [Other in-kind services as determined by the prevention program and paid for by the qualifying grant funds]

III. RESPONSIBILITIES OF THE [Correctional Facility]

Provide services and interventions that are within the scope of PS21-2103 and support the testing, care, treatment and linkage of individuals at risk for and diagnosed with viral hepatitis, HIV, and STIs.

- a. Appoint one or more staff Point(s) of Contact (“POC”) to conduct and/or coordinate all activities described in this agreement.
- b. Complete a comprehensive health history for every newly admitted individual, including a hepatitis/HIV/STI risk assessment.
- c. Provide routine, opt-out **HCV/HBV/HIV/STI** testing to all newly admitted individuals upon intake at the facility.
- d. Adhere to [state statute] pertaining to reporting of viral hepatitis, HIV, and STIs as described in [health code/administrative rule].
- e. Conduct annual viral hepatitis, HIV, and STI risk assessments on all incarcerated individuals and provide hepatitis, HIV, and STI testing to those identified as high risk for infection.

- f. Provide treatment for individuals diagnosed with HCV/HBV/HIV/STI, as medically indicated and/or as budget allows.
 - i. For hepatitis C, treatment guidance from the American Association for the Study of Liver Diseases (AASLD) and Infectious Diseases Society of America (IDSA) should be followed. This guidance outlines that there is **no requirement** to have any particular level of liver disease progression to receive curative treatment as well as **no requirement** for sobriety to receive treatment. Patients who previously or currently use substances are eligible and appropriate for curative treatment of hepatitis C.
- g. Develop internal viral hepatitis, HIV, and STI testing and treatment policies and procedures and provide the most recent copy to [Department of Health Prevention Program].
- h. Establish partnerships with health centers and community-based organizations to improve post-release linkages to hepatitis, HIV, and STI care and supportive services.
- i. Maintain an STD 340B designation and adhere to all 340B rules and regulations required by the Health Resources and Services Administration (HRSA) (<https://www.hrsa.gov/opa/index.html>).
- j. Prioritize reinvestment of 340B cost savings attributed to this Agreement for hepatitis C treatment and coordination of care services.
- k. Participate in hepatitis/HIV/STI strategic planning meetings as invited by [Department of Health Prevention Program].

IV. DATA REPORTING

- a. Provide a [monthly/quarterly/bi-annual] medication cost savings report to the [Department of Health Prevention Program].
- b. Provide [monthly/quarterly/bi-annual] data to the [Department of Health Prevention Program] that constructs and depicts a care cascade, specific to the correctional facility. Specific data elements to be shared include:
 - i. Number (#) of total patients;
 - ii. Of the total patients, # of hepatitis C antibody tests, (including # positives, # declined/not available);
 - iii. Of total positive hepatitis C antibody tests, # of hepatitis C RNA tests (including # positives, # declined/not available);
 - iv. Of total positive hepatitis C RNA tests, # of patients who initiated hepatitis C treatment (including # declined/not available);
 - v. Of total patients who initiated hepatitis C treatment, # of patients who completed hepatitis C treatment (including # declined/not available);
 - vi. Of total patients who completed hepatitis C treatment, # of patients who achieved sustained virologic response, or cure, (including # declined/not available);
- c. Provide a short description of successes and challenges with the partnership and program implementation.

V. MUTUAL AGREEMENTS

- a. No funding is provided by this agreement, however the in-kind outlined above and provided by [Department of Health Prevention Program] is paid for utilizing 340B eligible funding: **PS21-2103 Integrated Viral Hepatitis Surveillance and Prevention Funding for Health Departments**, Grant Number NUXXPXXXXXX, as authorized by Section 318 of the Public Health Service Act.
- b. Both parties agree to ensure policies and procedures align with Program guidelines and expectations of compliance, including CDC Recommendations for Correctional and Detention Settings (<https://www.cdc.gov/correctionalhealth/guidance.html>)
- c. This Agreement shall become effective on the date this Agreement is signed by both parties and shall terminate on [Month, Day, Year]. Either party may terminate the Agreement upon thirty (30) days written notice. Such action would be taken only after mutual consultation in an attempt to prevent negative impact to all parties.

Agency specific notices, terms and conditions, governing laws and regulations should be incorporated into this template

VI. SIGNATURES

[Department of Health Prevention Program]

[Correctional Facility]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____