

**MEMORANDUM OF UNDERSTANDING
FOR PINELLAS COUNTY FORENSIC LABORATORY
ISO COMPLIANCE**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between **PINELLAS COUNTY BUSINESS TECHNOLOGY SERVICES**, hereinafter called "BTS", and **PINELLAS COUNTY**, hereinafter called "COUNTY", on behalf of JON R. THOGMARTIN, M.D., P.A., a Florida Corporation, hereinafter called "MEDICAL EXAMINER" and the PINELLAS COUNTY FORENSIC LAB, hereinafter "FORENSIC LAB".

WHEREAS, Pinellas County maintains an annual agreement for the services of the District Six Medical Examiner that includes the Pinellas County Forensic Laboratory which includes providing technology support that is managed by BTS; and

WHEREAS, pursuant to the Medical Examiner Services Agreement the COUNTY through BTS, agreed to provide support for the Medical Examiner's compliance with ISO/IEC 17025:2005 standards as described in the *Data Control Policies for the District Six Medical Examiner and Pinellas County Forensic Laboratory*, and,

WHEREAS, the above standards are the main ISO (International Organization for Standards) standards used by testing and calibration laboratories in most major countries for which most labs must hold accreditation in order to be deemed technically competent; and

WHEREAS, satisfaction of these standards is necessary in order for the MEDICAL EXAMINER and FORENSIC LAB to be accredited and continue to provide the services currently provided.

NOW THEREFORE, the **COUNTY** and the **BTS** agree as follows:

1. Purpose

This Agreement shall outline the responsibilities of the Parties for purposes of establishing guidelines in conformity with the requirements of the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC), specifically, ISO:IEC 17025:2005 General Requirements for the Competence of Testing and Calibration Laboratories, Section 5.4.7 Control of Data and the ANAB/LAB Supplemental Documents. ISO 17025 is the international standard for quality systems in testing and calibration laboratories; used as the basis for accreditation of forensic testing laboratories as outlined in this MOU.

2. BTS Responsibilities

- a. BTS will maintain and perform tasks as outlined in the *Data Control Policies for the District Six Medical Examiner and Pinellas County Forensic Laboratory* attached hereto as Exhibit A and incorporated by reference herein.
 - 1) BTS will review Exhibit A annually with the MEDICAL EXAMINER and FORENSIC LAB to update Exhibit A as required to meet ISO and IEC standards. The annual review of Exhibit A will be documented and provided to the COUNTY and MEDICAL EXAMINER upon completion.
- b. BTS will not provide access to any applications, servers, or data to any other COUNTY employee or other entity without express written consent consistent with Exhibit A.
- c. Consistent with Chapter 119 of the Florida Statutes, BTS will not respond to public record requests associated with data included or in accordance with Appendix A of Exhibit A.

- 1) BTS employees that have access to the Medical Examiner and Forensic Lab data listed in Appendix A of Exhibit A must have a minimum of level two (2) certification by Criminal Justice Information Services (CJIS), consistent with ISO 17025:2005(E).

3. Term

This MOU shall be effective upon execution of the Parties. This Agreement may be renewed based on the expiration of the initial term by mutual agreement of the parties if all terms and conditions remain the same. Either Party may cancel this MOU by providing written notice of cancellation.

4. Subcontracting

Except as expressly provided in this MOU, neither Party may subcontract, assign or transfer its rights or obligations under this MOU without prior written consent of the other Party.

5. Miscellaneous

- a. All rights and responsibilities provided for in this MOU are subject to the availability of funding.
- b. This MOU constitutes the entire agreement between the Parties. It may be amended only in writing and signed by all parties to this MOU.
- c. The Laws of the State of Florida shall control any interpretation or enforcement of this MOU.

ACCORDINGLY, the Parties hereto, through their lawful representative(s), hereby enter in to this MOU.

**PINELLAS COUNTY BUSINESS
TECHNOLOGY SERVICES.**

By: 
Jeff Rohrs, Interim Chief Information Officer

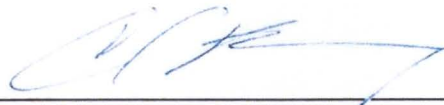
Date: 9/14/2017

PINELLAS COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County Commissioners

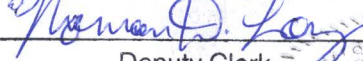
By: 
Janet Long, Board Chair

Date: 9.26.17

APPROVED AS TO FORM

By: 
Office of the County Attorney
Assistant County Attorney

ATTEST: KEN BURKE, CLERK

By: 
Deputy Clerk:

