



November 9, 2017

MEMORANDUM OF AGREEMENT
Florida Alcohol and Drug Abuse Association and
Broward County, Florida

I. BACKGROUND

This Memorandum of Agreement (MOA) establishes the relationship between the **Florida Alcohol and Drug Abuse Association (FADAA)** and **Broward County ("Provider")**, 1011 SW 2nd Court, Fort Lauderdale, Florida 33312.

II. GOAL OF MOA

The goal of this MOA is to define the requirements and terms of the relationship between the **FADAA** and **Broward County** through which **Broward County** will provide screening for, and administration of extended-release injectable naltrexone (Vivitrol®) to alcohol and opioid-addicted individuals involved in the criminal justice system, who have a high likelihood of being involved in the criminal justice system, or who are in court-ordered, community-based substance abuse treatment programs. This MOA is consistent with the terms and conditions of the contract between the FADAA and the State of Florida Office of State Court Administration (OSCA) for the development and management of this program. This MOA shall automatically renew for another one (1) year term each year on the date the initial MOA was signed unless either party provides notice to the other of its intent to terminate the MOA not less than thirty (30) days before the end of the then-current term.

III. PROFESSIONAL SERVICES REQUIRED

The Provider agrees to screen, assess, and administer Vivitrol® to treat alcohol or opioid-addicted individuals who are involved in the criminal justice system, have a high likelihood of being involved in the criminal justice system, or are in court-ordered, community-based substance abuse treatment. **Broward County**, as a licensed substance abuse treatment provider, will provide Vivitrol® as an adjunct to and in coordination with comprehensive behavioral health treatment, including individual and group counseling as determined appropriate by a qualified clinician.

A. The following documentation is to be provided before acceptance as a provider:

1. A formal medical protocol for assessment and administration of Vivitrol®.
2. Documentation of training for the Provider's staff about the FDA-approved prescribing instructions, exceptions, and exclusions for the use of Vivitrol®.
3. Documentation of the number of individuals receiving Vivitrol® through your organization in the past two years, the funding source for this medication, and the referral source for the clients.
4. Documentation that your organization has a history of working with drug offenders, including but not limited to, drug court and other problem-solving court offenders, and the number of court-referred offenders your agency has served in the past two years.



5. Documentation that your organization has the appropriate health care practitioners on your staff to:
 - a. Assess individuals for the appropriate use of Vivitrol® including the ability to conduct medical baseline evaluations and required lab work to detect active liver disease.
 - b. Prescribe the medication (physician).
 - c. Store the medication.
 - d. Dispense and administer the medication.
 - e. Medically monitor the use of Vivitrol®.
 - f. Conduct a clinical assessment.
 6. Documentation that your organization's Florida-licensed physician has at least one of the following credentials or experience levels:
 - a. Certification in Addiction Medicine.
 - b. Active in Addiction Medicine Fellowships.
 - c. A psychiatrist with a certificate in Addiction.
 - d. Trained in the administration of Vivitrol®.
 7. Documentation that your agency has implemented medication receiving, storage, and administration procedures that meet FDA-approved prescribing instructions, exceptions, and exclusions, including refrigeration needed to store Vivitrol® at a temperature between 2-8 degrees Celsius or 36-46 degrees Fahrenheit.
 8. Documentation that your agency has the capacity to detox or refer a client for detox services and to monitor them or have them monitored for 7-10 days of abstinence following detox before placing them on Vivitrol®.
 9. Documentation of insurance coverage for all actions of your organization related to the services provided under this MOA in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00, aggregate. If the Provider is a state agency or subdivision, as defined by §768.28 F.S., the organization shall provide documentation of insurance coverage pursuant to §768.28 F.S. which may be addressed with the submission of a "Self-Insured Letter" verifying coverage by an on-going self-insurance program.
- B. Provider will perform the following medication-assisted treatment services in collaboration with the FADAA:
1. Provide Vivitrol® as an adjunct to, and in coordination with, behavioral health treatment, in combination with individual and/or group therapies to provide a holistic approach to the treatment of substance abuse disorder according to an individual treatment plan developed by the Provider.
 2. Screen clients referred by the courts to establish both legal and medical qualifications for these individuals to participate in this program.
 3. Administer Vivitrol® to qualified individuals.
- C. Provider will establish local program goals.



- D. Provider will submit a monthly electronic data report to FADAA to document for OSCA the client program activity and outcomes. Data will include, but is not limited to:
1. Number of clients screened and educated on the use, benefits, and risks of extended-release injectable naltrexone;
 2. Number of clients assessed (received physical exam and/or lab work) for the use of extended-release injectable naltrexone;
 3. Number of clients who received one or more doses of extended-release injectable naltrexone;
 4. Number of clients screened, educated, and/or assessed who did not receive one or more doses of extended-release injectable naltrexone and reason for not receiving.
 5. Demographics of individuals served including date of birth; race; ethnicity; gender; county with court jurisdiction of case; current charge(s); court case number; type of problem-solving court, if applicable; alcohol or opioid as drug of choice; and current treatment modality, including outpatient, inpatient, and/or aftercare.
 6. Client outcomes including, urge to drink and/or use opiates; number days in the month that client drank or used opiates; number of admissions to inpatient treatment; number of days client participated in treatment (treatment retention); increase or decrease in observed or reported symptoms; and changes in social and occupational functioning.
 7. The criteria the client meets to qualify him/her for funding through this program (involved in criminal justice system, a high likelihood of involvement in the criminal justice system if treatment is not provided, or court-ordered into community-based substance abuse treatment).
 8. Number of clients who received at least one dose of extended-release injectable naltrexone and completed the prescribed course of treatment with the total number of doses received by client;
 9. Number of clients who received at least one dose of extended-release injectable naltrexone and did not complete the prescribed course of treatment with the total number of doses received by client;
 10. Average number of doses for alcohol users and average number of doses for opioid users.
- E. Provider will assign and submit all data to FADAA using a unique client number for reporting purposes and shall maintain identifying patient information including first, middle, and last name; social security number; state identification number; and Florida Department of Corrections number in the agency's patient medical records.
- F. Provider will establish a relationship and execute a contract with Besse Medical, 9075 Centre Point Drive, Suite 140, West Chester, OH 45069, to request and receive Vivitrol® directly for the services provided under this MOA. www.besse.com If the Provider has an MOA with another wholesale pharmacy vendor or is eligible for other discount purchasing programs including the Federal 340b drug-pricing program or the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) they may purchase Vivitrol® through this arrangement. However, the maximum reimbursement for the medication cost will be the amount offered through the Alkermes publicly funded program discount.
- G. Provider will maintain compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to those laws and regulations enforced by the Food and



Drug Administration, the Drug Enforcement Administration, and state laws regarding pharmaceutical standards and administration of medications, specifically.

- H. Agree to an on-site monitoring visit from FADAA and/or OSCA representatives to determine Provider compliance with all requirements under the FADAA MOA at a date/time that is convenient for both parties.

IV. COMPENSATION FOR SERVICES RENDERED

Compensation for participation in the program as described above will be made at the following rates for only the following services:

Service Type	Unit Cost Rate (Per Client; Per Service)
Vivitrol® Screening/Patient Medication Education	\$150
Vivitrol® Assessment (Physical Exam and Lab Work)	\$540
Vivitrol® Administration (Cost of Medication; Dose Administration and Management by Medical Personnel; and Lab Work, if needed)	\$1,331

- A. Payment for services provided through this MOA will be made from state funds appropriated for this purpose pursuant to the contract between the FADAA and the OSCA and shall concur with the compensation of fee schedule agreed to by the parties. No additional fees will be paid. By the 10th of each month, Broward County must electronically submit to FADAA accurate data documenting Vivitrol® purchase and accurate data documenting client screening, education, medical assessment, laboratory tests, and injections provided during the previous month using the online FADAA Vivitrol® Reporting System portal (<https://portal.fadaa.org/>). The reports required by this MOA and the corresponding invoice must be submitted through the online system.
- B. Back up documentation to be included with the invoice to FADAA must also include proof of payment to Besse Medical, other pharmacy vendors, or documentation of payment through other funding sources for medication purchased.
- C. The Provider will ensure that state funds provided through this project are the payer of last resort.
- D. The FADAA performance and obligation to pay under this MOA are contingent upon an annual appropriation by the Legislature. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the State Courts System, or demands a spending reduction in state budgets, the FADAA will have no obligation to pay or perform under this MOA, other than for services completed and invoiced prior to such an action by the Legislature. The FADAA's performance and obligation to pay under this MOA are also contingent upon final spending approval from the OSCA.

V. SUFFICIENCY OF DOCUMENTATION AND RECORDS RETENTION

The FADAA will make the sole determination as to the sufficiency of all documentation needed under this MOA. The Provider will maintain all records made or received in conjunction with this MOA in accordance with rule 2.420, Florida Rules of Judicial Administration for a period of five (5) years from the date this MOA is signed.



VI. COMPLIANCE

The FADAA may conduct an on-site monitoring visit to determine Provider compliance with all requirements under this MOA at a date/time that is convenient for both parties. Failure to comply with any of the requirements in the terms of this MOA may result in a withholding of any and all payment until the Provider becomes fully compliant with each of its obligations.

VII. FLORIDA SINGLE AUDIT REQUIREMENTS

- A. The Provider as a recipient of state funds will comply with the Florida Single Audit Act, Section 215.97, Florida Statutes.
- B. In the event that the Provider expends a total amount of State awards equal to or in excess of \$500,000 in the Provider's fiscal year, the Provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at <https://apps.fldfs.com/fsaa/>.
- C. In determining the State awards expended in its fiscal year, the Provider shall consider all sources of State awards, including State funds received from the State Courts System, except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
- D. The Provider shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement A is available from the Department of Financial Services at <https://apps.fldfs.com/fsaa/>. Compliance includes submission of a reporting package as defined by section 215.97(2)(e), Florida Statutes.
- E. If the Provider expends less than \$500,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. Audit costs may not be charged to state projects when the Provider expends less than \$500,000 in State awards.
- F. Unless prohibited by law, the cost of an audit required by section 215.97, Florida Statutes, is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Provider as a result of the audit requirements of section 215.97, Florida Statutes in relation to other audit requirements. The Provider should allocate the incremental costs to all state projects for which it expended state financial assistance.
- G. The Provider shall submit copies of reporting packages required by section 215.97, Florida Statutes, within 10 days of receipt of the audit findings, to each of the following:

The OSCA at the following address:

Jennifer Grandal
Senior Court Operations Consultant
Supreme Court Building 500 South Duval Street
Tallahassee, FL 32399-1900



The Auditor General at the following address:
 State of Florida Auditor General
 Room 574, Claude Pepper Building
 111 West Madison Street Tallahassee, FL 32302-1450

The Florida Alcohol and Drug Abuse Association at the following address:
 Angie Durbin
 FADAA
 2868 Mahan Drive, Suite 1
 Tallahassee, FL 32308

- H. The Provider shall retain sufficient records demonstrating compliance with the terms of this MOA for a period of five (5) years from the date the audit report is issued and shall allow the OSCA access to such records upon request. The Provider shall ensure that audit working papers are made available to the OSCA upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by the OSCA.
- I. Pursuant to section 215.97, Florida Statutes, the OSCA, the Florida Supreme Court Inspector General, the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Provider under this MOA.

VIII. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that **Broward County** is an independent contractor and not an employee, agent, joint venturer, or partner of the FADAA. Nothing in this MOA shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FADAA and **Broward County** or any employee or agent of the FADAA. Both parties acknowledge that the Provider is not an employee of the FADAA for state or federal tax purposes. **Broward County** shall retain the right to perform services for others during the terms of, and consistent with the terms of this MOA.

IX. TERMINATION

- A. If in the judgment of the FADAA, the Provider for any reason fails to fulfill its obligations under this MOA in a timely manner, or if the Provider violates any provision of this MOA, the FADAA may terminate this MOA on 30 days written notice by certified mail.
- B. The FADAA may unilaterally terminate this MOA if the Provider refuses to allow public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the MOA, unless the Records are exempt from disclosure pursuant to Ch. 397.501, F.S., applicable federal confidentiality regulations, s.119.071, F.S. and s.24(a), Art. I of the State Constitution or rule 2.420, Florida Rules of Judicial Administration. Both parties reserve the right to terminate this MOA, which shall be effective 15 days after written notice is delivered by certified mail to the business address of the receiving party. Upon termination, the FADAA will pay only such compensation and cost as are accrued and unpaid at the time of such termination. This MOA is contingent upon funding. Notwithstanding the requirement of 30



days' notice, in the event for any reason funds to finance this contract become unavailable, this MOA is terminated immediately.

X. INDEMNIFICATION

- A. The FADAA shall bear no liability for adverse reactions of any kind due to the administration of Vivitrol® occurring as a result of any medication failure or side effects, known or unknown at the time this MOA is executed.
- B. The FADAA, as part of this MOA with the Provider administering Vivitrol®, shall require the Provider to indemnify and defend the FADAA against any claims related to the improper administration of Vivitrol® due to the actions of the Provider, their officers, agents, and employees, including but not limited to claims for any forms of negligence or damages by recipients of the medication and/or claims of improper billing or administrative practices.
- C. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOA or any other contract. If the Provider is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, the Provider shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

XI. FORCE MAJEURE

This MOA will terminate without liability to either party if the substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities, including the Chief Justice of the Florida Supreme Court; fire, flood or explosion; strike, lockout, work stoppage or other restraint of labor, either partial or general, from whatever cause; war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal, or otherwise impossible to perform obligatory services. The party invoking termination of this MOA for any reason enumerated in this paragraph, shall exercise due diligence and immediately provide notice to the other party by the most practical means available under the circumstances.

XII. CONFIDENTIALITY AND NONDISCLOSURE

- A. The Provider acknowledges and agrees that certain confidential information may be obtained or created through its work with the FADAA and OSCA under this MOA. The Provider agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Provider during the course of its performance under this MOA. Failure to comply with this provision will be grounds for termination of this MOA. The Provider acknowledges that some information contained in the program database pertains to medical information and substance abuse information that is protected and held confidential by state and federal laws and regulations. The Provider will safeguard and ensure the confidentiality of such information contained in the program database in accordance with all state



and federal laws and regulations including, but not limited to, 42 CFR Part 2 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B. The Provider shall hold all confidential information in confidence to the extent permitted under Florida Public Records Law. The Provider shall not disclose confidential information unless doing so is required for the purposes of performing tasks required under this MOA. In doing so, the Provider is responsible for ensuring that prior to such disclosure, the recipient of confidential information has been made aware of confidentiality of the information, is aware of the terms of this MOA, and is held to the same confidentiality standards contained herein.
- C. The Provider specifically agrees:
 - 1. Not to disclose confidential information acquired in the course of its work under this MOA to anyone other than to OSCA and FADAA staff who are authorized to have access to the information.
 - 2. To take appropriate steps with its agents, distributors, resellers, subcontractors, officers, employees, or anyone working at their direction to ensure confidentiality.
 - 3. Not to divulge to third parties any confidential information obtained by the Provider in the course of its work under this MOA.
- D. The parties agree to retain the confidentiality of all records and information made confidential or exempt from public disclosure pursuant to Rule 2.420 of the Florida Rules of Judicial Administration.
- E. The confidentiality provisions and responsibilities of the parties contained herein shall survive the termination or expiration of this MOA.

XIII. REPRODUCTION OF MATERIALS

The FADAA may reproduce, without further compensation to the Provider, any written materials generated as a result of the Provider's work.

XIV. CIVIL RIGHTS COMPLIANCE

In providing or contracting to provide services, programs, or activities, maintaining facilities, and otherwise performing obligations under this MOA, the Provider will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

Accepted:

Signature: _____

Name: _____

Title: _____

Broward County
1011 SW 2nd Court
Fort Lauderdale, FL 33312

Date: _____

Signature: _____

Name: Mark Fontaine

Title: Executive Director

Florida Alcohol and Drug Abuse Association
2868 Mahan Drive, Suite 1
Tallahassee, FL 32308

Date: _____

Reviewed and approved as to form: 11/29/17
By: *[Signature]*
Kerri S. Gordon, Assistant County Attorney
By: *[Signature]* 11/29/17
Sharon V. Thorsen, Senior Assistant County Attorney

Tom Rowley Risk Mgt 11-29-17