



November 29, 2017

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

**I. BACKGROUND**

This Memorandum of Agreement (MOA) establishes the relationship between the **Florida Alcohol and Drug Abuse Association (FADAA)** and **Broward County (Provider)**, located at 1011 SW 2<sup>nd</sup> Ct., Ft. Lauderdale, FL 33312.

**II. GOAL OF AGREEMENT**

The goal of this agreement is to define the requirements and terms of the relationship between the **FADAA** and **Provider** through which Provider will provide screening for and administration of extended-release injectable naltrexone (VIVITROL®) available to treat alcohol and opioid-addicted individuals in community-based drug treatment programs, consistent with the terms and conditions of the contract between the FADAA and the Florida Department of Children and Families (DCF) for the development and management of this program. This MOA shall have a term of twelve (12) months from the date of execution by FADAA and may thereafter be renewed by the Parties to successive twelve (12) month terms upon mutual written agreement. Foregoing notwithstanding, either party may terminate this MOA upon not less than thirty (30) days written notice with or without cause.

**III. PROFESSIONAL SERVICES REQUIRED**

Provider agrees to screen, assess, and administer VIVITROL to treat alcohol or opioid-addicted individuals who are eligible for publicly funded behavioral health services under section 394.674, F.S. as a substance abuse treatment provider and will provide the following documentation and provide VIVITROL as an adjunct to and in coordination with behavioral health treatment including individual and/or group counseling as determined appropriate.

A. Documentation to be provided prior to acceptance as a provider:

1. Be currently licensed under s. 397.427 F.S. and ch. 65D-30.014, F.A.C., for the provision of medication assisted treatment;
2. Implement medication receiving storage, and administration procedures that meet FDA approved prescribing instructions, exemptions and exclusions;
3. Have medical staff on site or under contract to meet the medical protocols for prescribing, storing, dispensing, administering, and monitoring the use of VIVITROL;
4. Provide medication assisted treatment using VIVITROL in combination with counseling and behavioral therapies, to provide a holistic approach to the treatment of substance abuse according to an individual treatment plan;
5. Provide documentation to FADAA that Provider has the appropriate care



practitioners on staff to:

- a. Assess individuals for the appropriate use of VIVITROL including the ability to conduct 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. Provide documentation to FADAA that the 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. Psychiatrist with a certificate in Addiction.
    - d. Trained in the administration of VIVITROL.
  7. Provide documentation to FADAA that Provider 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. Provide documentation to FADAA that Provider 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 prior to placing them on VIVITROL.
  9. Provide documentation of insurance coverage for all actions of your organization related to the services provided pursuant to this MOA. As 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. and may be addressed with the submission of a "Self-Insured Letter" verifying coverage by an on-going self-insurance program
- B. Provider will ensure that clients meet the listed eligibility requirements to receive VIVITROL services through this program and will perform the following medication-assisted treatment to clients in collaboration with the FADAA:
1. Provide VIVITROL as an adjunct to, and in coordination with, behavioral health treatment, including individual and/or group counseling as determined through the appropriate provider.
  2. Screen clients to establish both legal and medical qualifications for these individuals to participate in this program.
  3. Clients shall be 18 years of age or older to be eligible for this program.
  4. Clients shall have a primary diagnosis of alcohol dependence or opioid dependence disorder



as determined by the Provider subject to the provisions of Chapters 394 and 397, F.S. to be eligible for this program.

- C. Provider will establish local program goals and submission of a monthly report to FADAA and document the following:
1. Monthly medication inventory reports for VIVITROL including number of doses on hand at the beginning of each month (-) less the number administered (+) plus the number received from the designated specialty pharmacy (=) equals the number of doses on hand at the end of the month.
  2. Monthly client data program activity and outcomes. Data will include, but may not be limited to:
    - a. Number of clients screened and educated on the use, benefits, and risks of extended-release injectable naltrexone;
    - b. Number of clients assessed (received physical exam and/or lab work) for use of extended-release injectable naltrexone;
    - c. Number of clients who received one or more doses of extended-release injectable naltrexone;
    - d. 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.
    - e. Demographics of individuals served (first, middle, and last initials; date of birth; race; ethnicity; gender; last 4 (four) digits of social security number; alcohol or opioid as drug of choice; and current treatment modality, including outpatient, inpatient, and/or aftercare).
    - f. 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.
    - g. 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;
    - h. 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;
    - i. Average number of doses for alcohol users and average number of doses for opioid users;
    - j. The annual number of clients you anticipate serving and an estimate of the projected number of these individuals who would be appropriate for medication-assisted treatment using VIVITROL.
  3. Negotiate a mutually agreeable 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](http://www.besse.com). If the provider has an agreement 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 DCF publicly funded program discount.

4. 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.

#### IV. COMPENSATION FOR SERVICES RENDERED

- A. 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

- B. 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 DCF 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, Provider must electronically submit to FADAA accurate data documenting VIVITROL purchase and inventory 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/>). Submission of inaccurate data may result in delayed payment.**
- C. 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.
- D. The Provider will ensure that state funds provided through this project are the **payer of last resort**.



- E. 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 DCF 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 DCF.

## V. SUFFICIENCY OF DOCUMENTATION AND RECORDS RETENTION

The FADAA will make the sole determination as to the sufficiency of all documentation needed under this agreement. The Provider will maintain all records made or received in conjunction with this MOA for a period of six (6) 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 agreement at a date/time that is convenient for both parties. Failure to comply with any of the requirements in the terms of this agreement 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 DCF, 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.flds.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 DCF at the following address:

Sean Matthews  
Florida Department of Children and Families  
1317 Winewood Boulevard, Building. 6, Room 226  
Tallahassee, FL 32399

The Auditor General at the following address:

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 337  
1317 Winewood Boulevard  
Tallahassee, FL 32399

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 agreement for a period of six (6) years from the date the audit report is issued, and shall allow the FADAA, DCF, or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the DCF, Chief Financial Officer and the Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the DCF.
- I. Pursuant to section 215.97, Florida Statutes, the DCF, the DCF Chief Financial Officer or the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Provider under this Agreement.

### **VIII. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Provider 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 Provider or any employee or agent of the FADAA. Both



parties acknowledge that Provider is not an employee of the FADAA for state or federal tax purposes. Provider 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 reasonable 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 Agreement upon 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 Agreement, 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. Both parties reserve the right to terminate this Agreement, 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 MOA become unavailable this MOA is terminated immediately.

#### **X. INDEMNIFICATION**

- A. Neither party hereto shall bear any 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. 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. Provider is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### **XI. CONFIDENTIALITY**

As required by state and federal law, the Provider acknowledges and agrees that certain confidential information may be obtained or created through its work with the FADAA 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.

#### **XII. 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.

**XIII. 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mark Fontaine

Title: \_\_\_\_\_

Title: Executive Director

Broward County

Florida Alcohol and Drug Abuse Association

1011 SW 2<sup>nd</sup> Court

2868 Mahan Drive, Suite 1

Fort Lauderdale, FL 33312

Tallahassee, FL 32308

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and approved as to form:

Andrew J. Meyers, County Attorney

By K. Gordon 11/29/17

Karen S. Gordon, Assistant County Attorney

By S. Thorsen 11/29/17

Sharon V. Thorsen, Senior Assistant County Attorney

**APPROVED**

Tom Bailey  
11-29-17

**RISK INSURANCE AND CONTRACTS SECTION  
RISK MANAGEMENT DIVISION**