

**EXHIBIT 2**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**Florida Alcohol and Drug Abuse Association, Inc.**  
**and**  
**Broward County**

This Memorandum of Agreement is entered into between the **Florida Alcohol and Drug Abuse Association, Inc.**, hereinafter referred to as the "**Association**" or "FADAA," and **Broward County, Florida**, currently located at **1011 S.W. 2<sup>nd</sup> Court, Ft. Lauderdale, Florida 33312**, and relocating to **325 S.W. 28<sup>th</sup> Street, Fort Lauderdale, Florida 33315** on or about August 15<sup>th</sup>, 2018, hereinafter referred to as the "**Provider**."

**1. Purpose**

This agreement serves to define the terms and conditions of the relationship between the **Association** and the **Provider** for the provision of education, screening and administration of extended-release injectable naltrexone (VIVITROL®) to treat alcohol and opioid-addicted individuals in community-based drug treatment programs in a manner consistent with the terms and conditions of the Agreement between the **Association** and the **Provider**.

**2. Effective and Ending Dates**

This Agreement shall be effective October 1, 2018 and shall end at midnight, Eastern Standard Time, on June 30, 2019. This Agreement may be renewed for successive twelve (12) month terms upon mutual written agreement. Foregoing notwithstanding, either party may terminate this Agreement upon not less than thirty (30) days written notice with or without cause.

**3. Agreement Document**

This Agreement is composed of the following documents which are incorporated herein by reference:

- This standard Agreement
- Attachment A – Provider Eligibility
- Attachment B – Scope of Work
- Attachment C – Payment Schedule
- Attachment D – Contractor (Provider) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment E – Business Associate Agreement
- Attachment F – Provider Allocation Agreement

**4. Statement of Work**

The **Provider** shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Agreement. The **Association** reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation will be equitably adjusted by the **Association** to the extent that funds may be available.

The Scope of Work is included in Attachment B.

**5. Payment, Invoice and Related Terms**

The **Association** shall pay for services performed by the **Provider** during the service performance period of this Agreement according to the terms and conditions of this Agreement in an amount not to exceed that set forth in the allocation as described in the Provider Allocation Acknowledgement, Attachment F, subject to the availability of funds and satisfactory performance of all terms by the **Provider**.

### **5.1. Method of Payment**

The **Provider** shall be paid in accordance with Attachment C, Payment Schedule.

The **Provider** shall submit monthly invoices in sufficient detail for proper pre-audit and post audit no later than 15 days following the close of the calendar month.

The final invoice for payment shall be submitted to the **Association** no more than 26 days after this agreement ends or is terminated. If the **Provider** fails to do so, all rights to payment are forfeited and the **Association** will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until performance of services and all reports due from the **Provider** and necessary adjustments thereto, have been approved by the **Association**.

### **5.2. Financial Consequences**

If the **Provider** fails to perform in accordance with this Agreement or perform the minimum level of service required by this Agreement, the Association will apply financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, or termination of this Agreement per Section 8 and requisition of services from an alternate source. Any payment made in reliance on the **Provider's** evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 5.2, to the extent of such error.

### **5.3. Overpayments and Offsets**

The **Provider** shall return to the **Association** any overpayments due to unearned funds or funds disallowed that were disbursed to the **Provider** by the **Association** and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the **Provider** or its auditor or upon written notice by the **Association**, the **Provider** will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the **Association** to not be in full compliance with Agreement requirements shall be deemed overpayments. The **Association** shall have the right at any time to offset or deduct from any payment due under this or any other Agreement any amount due to the **Association** from the **Provider**. If this Agreement involves federal or state financial assistance, the following applies: The Grantee shall return to the **Association** any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Agreement.

## **6. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

### **6.1. Compliance with Statutes, Rules and Regulations**

In performing its obligations under this Agreement and as a licensed substance abuse services organization, the **Provider** shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the **Association** which by its nature affects the services provided under this Agreement and of which the Association notifies the Provider in writing.

## 6.2. State Policies

The **Provider** shall comply with the policies set forth in the Florida Department of Financial Services' Reference Guide for State Expenditures available at [https://www.myfloridacfo.com/aadir/reference\\_guide/](https://www.myfloridacfo.com/aadir/reference_guide/) and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing and available at <https://www.myfloridacfo.com/division/aa/Memos/default.htm>.

## 6.3. Independent Contractor, Subcontracting and Assignments

In performing its obligations under this Agreement, the **Provider** shall, at all times, be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the **Association** or the State of Florida. Neither the **Provider** nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the **Association** by virtue of this Agreement, unless specifically authorized in writing to do so.

The **Association** will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the **Provider**, or its subcontractor or assignee, unless specifically agreed to by the **Association** in this Agreement. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the **Provider**, the **Provider's** officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the **Provider** and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the **Provider** and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

The **Provider** shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the **Association**, which shall not be unreasonably withheld. The **Provider** shall take such actions as may be necessary to ensure that it and each subcontractor of the **Provider** will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

The **Provider** is responsible for all work performed and for all commodities produced pursuant to this Agreement whether actually furnished by the **Provider** or by its subcontractors. Any subcontracts shall be evidenced by a written document. The **Provider** further agrees that the **Association** shall not be liable to the subcontractor in any way or for any reason relating to this Agreement.

The **Provider** shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Agreement that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the **Provider's** performance being performed by or through the subcontract.

To the extent that a subcontract provides for payment after **Provider's** receipt of payment from the **Association**, the **Provider** shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the **Association** in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between the **Provider** and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the **Provider** and paid by the **Provider** to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

#### **6.4. Provider Indemnity**

- A. The **Provider** shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the **Association**, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising out of or by reason of the execution of this Agreement or arising from or relating to any alleged act or omission by the **Provider**, its agents, employees, partners, or subcontractors in relation to this Agreement provided, however, that the **Provider** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **Association**.
- 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 Agreement 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.

#### **6.5. Insurance**

The **Provider** shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. By execution of this Agreement, the **Provider** accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the **Provider** and the patients to be served under this Agreement. Upon the execution of this Agreement, the **Provider** shall furnish the **Association** written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The **Association** reserves the right to require additional insurance as specified in this Agreement.

#### **6.6. Notice of Legal Actions**

The **Provider** shall notify the **Association** of potential or actual legal actions taken against the **Provider** related to services provided through this Agreement or that may impact the **Provider's** ability to deliver the contractual services, or that may adversely impact the **Association**. The **Provider** shall notify the **Association's** Agreement Manager within ten (10) days of **Provider** becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **6.7. Intellectual Property**

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to **Provider's** performance under this Agreement, and the performance of all of its officers, agents and subcontractors in relation to this Agreement, are works for hire for the benefit of the **Association** and the Office of State Courts Administrator (OSCA), fully compensated for by the Agreement funding amount, and that neither the **Provider** nor any of its officers, agents, or subcontractors may claim any interest in any intellectual property rights accruing under or in connections with the performance of this Agreement.

#### **6.8. Publicity**

Without limitation, the **Provider** and its employees, agents, and representatives will not, without prior **Association** written consent in each instance, use in advertising, publicity or any other promotional endeavor any Association mark, the name of the **Association**, the name of any officer or employee of the Association, or represent, directly or indirectly, that any product or service provided by the **Provider** has been approved or endorsed by the **Association**.

### 6.9. Sponsorship

In publicizing, advertising, or describing the sponsorship of the program, the **Provider** shall include the following statement: "Sponsored by (**Provider's** name), the Florida Alcohol and Drug Abuse Association and the State of Florida, Office of State Courts Administrator". If the sponsorship reference is in written material, the words "Florida Alcohol and Drug Abuse Association" and "State of Florida, Office of State Courts Administrator" shall appear in at least the same size letters or type as the name of the organization.

### 6.10. Employee Gifts

The **Provider** agrees that it will not offer to give or give any gift to any **Association** employee during the service performance period of this Agreement and for a period of two years thereafter. The **Provider** will ensure that its subcontractors, if any, comply with these provisions.

### 6.11. Mandatory Reporting Requirements

The **Provider**, as a licensed substance abuse services organization, and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the **Provider**, and of any subcontractor, providing services in connection with this Agreement who has any knowledge of a reportable incident shall report such incident as follows:

- A reportable incident is defined in DCF CFOP 180-4, which is hereby incorporated by reference and can be obtained from the **Association's** Director of Contracts.
- In accordance with DCF CFOP 215-6, the **Provider** must report critical incidents to DCF through the Incident Reporting and Analysis System (IRAS) within one (1) business day and notify FADAA staff when one of the following incidents occurs:
  - A. Adult death involving an accident, homicide, suicide, or undetermined cause of death.
  - B. Employee arrest involving staff, contractors, or volunteers.
  - C. Employee misconduct by staff, contractors, or volunteers that results in a potential liability to DCF, death or harm to patients, or violates any statute, rule, regulation, or policy.
  - D. Security incidents, either intentional or unintentional, resulting in compromised data security, a threat to physical safety or personnel, property, or technology.
  - E. Sexual abuse/battery that involves unsolicited or non-consensual sexual activity by one patient to another patient, an employee or contractor to another individual or patient, or a patient to an employee regardless of consent of the patient.
  - F. Significant injury to patients or staff requiring immediate medical or surgical evaluation or treatment.
  - G. Suicide attempts.
  - H. Other major events that are likely to have significant impacts on patients, DCF, or providers.

Patient-related incidents must be reported in the FADAA data portal and continually monitored through the point of resolution or closure of the incident/issue. Incidents involving significant injury to staff, employee arrest or misconduct, or security incidents for individuals working with VIVITROL® patients must be reported to FADAA within one (1) business day. The **Provider** shall keep FADAA staff apprised through the point of resolution or closure of the incident/issue, including any corrective actions, if appropriate.

- Other reportable incidents shall be reported to the **Department of Children and Families'** Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by

completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The **Provider** and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

### **6.12. Employment Screening**

The **Provider** shall ensure that all staff utilized by the **Provider** and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by DCF CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with Chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by Sections 435.04, 110.1127, and Subsection 39.001(2), F.S., as a condition of initial and continued employment. The **Provider** shall maintain documentation to support it has met all the employment screening requirements as set forth by the State of Florida and any and all licensing requirements.

## **7. RECORDS, AUDITS AND DATA SECURITY**

### **7.1. Records, Retention, Audits, Inspections and Investigations**

The **Provider** shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the **Association** under this Agreement. Upon demand, at no additional cost to the **Association**, the **Provider** will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section 119.021, Florida Statutes. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State or other personnel duly authorized by the **Association**.

Retention of all patient records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the **Provider** during the term of this Agreement and retained for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the **Association**.

A financial and compliance audit shall be provided to the **Association** as specified in this Agreement.

The **Provider** shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the **Provider** attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

### **7.2. Inspections and Corrective Action**

The **Provider** shall permit all persons who are duly authorized by the **Association** or the Office of State Courts Administrator to inspect and copy any records, papers, documents, facilities, goods and services of the **Provider** which are relevant to this Agreement, and to interview any patients, employees and subcontractor employees of the **Provider** to assure the **Association** of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the **Association** may direct the development, by the **Provider**, of a corrective action plan where appropriate. The **Provider** hereby agrees to timely correct all deficiencies identified in the **Association's** direction. This provision will not limit the **Association's** choice of

remedies under law, rule, or this Agreement.

### **7.3. Health Insurance Portability and Accountability Act**

In compliance with 45 C.F.R. § 164.504(e), the **Provider** shall comply with the provisions of Attachment E to this Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the **Provider** or its subcontractors incidental to the **Provider's** performance of this Agreement.

### **7.4. Data Security**

The **Provider**, as a licensed substance abuse services organization, shall comply with the following data security requirements whenever the **Provider** or its subcontractors have access to **Association** data systems or maintain any patient or other confidential information in electronic form:

- An appropriately skilled individual shall be identified by the **Provider** to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the **Association's** security staff and will maintain an appropriate level of data security for the information the **Provider** is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all **Provider** employees that request or have access to any data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated **Provider** employees.
- The **Provider** shall provide the latest Florida Department of Children and Families security awareness training to its staff who have access to the **Association's** data system.
- All **Provider** employees who have access to **Association** substance abuse information shall comply with and be provided a copy of Florida Department of Children and Families' CFOP 50-2, and shall sign the Florida Department of Children and Families Security Agreement form CF 0114 annually.
- The **Provider** shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted. If encryption of these devices is not possible, then the **Provider** shall assure that unencrypted personal and confidential data will not be stored on unencrypted storage devices.
- The **Provider** agrees to notify the **Association** as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data.
- The **Provider** shall, at its own cost, provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential data as provided in Section 501.171, Florida Statutes. The **Provider** shall also at its own cost implement measures deemed appropriate by the **Association** to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
- The **Provider** shall cause each of its subcontractors having access to **Association** data system or maintaining any patient or other confidential information in electronic form to comply with the provisions of this section.

### **7.5. Public Records**

The **Provider** shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S. as prescribed by Subsection 119.07(1) F.S., made or received by the **Provider** in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. As required by Section 287.058(1)(c), F.S., it is expressly understood that the **Provider's** failure to comply with this provision shall constitute an immediate breach of Agreement for which the **Association** may unilaterally terminate this Agreement.

The **Provider** shall:

- Keep and maintain public records that would be required by the **Association** in order to perform the service.
- Upon request from the **Association's** custodian of public records, provide to the **Association** a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- Upon completion of the Agreement, the **Provider** shall meet all applicable requirements for retaining public records.

## 8. TERMINATION AND DISPUTE RESOLUTION

### 8.1. Termination

This Agreement may be terminated by the **Association** without cause upon no less than thirty (30) calendar days' notice in writing to the **Provider** unless a sooner time is mutually agreed upon in writing.

In the event funds for payment pursuant to this Agreement become unavailable, the **Association** may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the **Provider**. The **Association** shall be the final authority as to the availability and adequacy of funds.

In the event the **Provider** fails to fully comply with the terms and conditions of this Agreement, the **Association** shall notify the Provider in writing of the non-compliance. Upon Provider's receipt of such notification, Provider shall have 30 days to remedy the non-compliance. If Provider fails to remedy the non-compliance within 30 days, the Association may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the **Provider**, excluding Saturday, Sunday, and Holidays.

The **Association's** failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The **Association's** waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the **Association's** right to remedies at law or in equity.

In the event of termination, the **Provider** will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

This Agreement may be terminated by the **Provider** upon no less than one-hundred and twenty (120) calendar days' notice in writing to the **Association** unless another notice period is mutually agreed upon in writing.

### 8.2. Dispute Resolution

Any dispute concerning performance of this Agreement or payment hereunder shall be decided by the **Association**, which shall be reduced to writing and a copy of the decision shall be provided to the **Provider** by the Agreement Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the **Association's** decision, the **Provider** delivers to the Association a petition for alternative dispute resolution.



After receipt of a petition for alternative dispute resolution the **Association** and the **Provider** shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the **Provider** concerning this Agreement.

After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

This section shall not limit the parties' rights of termination under Section 8.1.

## 9. OTHER TERMS

### 9.1. Governing Law and Venue

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Agreement and venue shall be in Leon County, Florida.

### 9.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

### 9.3. Severability of Terms

If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

### 9.4. Modifications

Modifications of provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the **Association's** operating budget.

### 9.5. Anticompetitive Agreements

The **Provider** will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service Agreement or limit in any manner the ability of either party to obtain employment by or provide services to the **Association** or a provider of services to the **Association**.

### 9.6. Communications

Except where otherwise provided in this Agreement, communications between the parties regarding this Agreement may be by any commercially reasonable means. Where this Agreement calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### 9.7. Accreditation

The **Association** is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the **Association** has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the **Association's** providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

#### **9.8. Unauthorized Aliens**

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Agreement by the **Association** for violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and Section 101 of the Immigration Reform and Control Act of 1986. The **Provider** and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Agreement. Employees assigned to the Agreement means all persons employed or assigned (including subcontractors) by the **Provider** or a subcontractor during the Agreement term to perform work pursuant to this Agreement within the United States and its territories.

#### **9.9. Civil Rights Requirements**

These requirements shall apply to the **Provider** and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to patients or employees in connection with its programs and activities.

The **Provider** shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the **Provider** shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status.

The **Provider** shall not discriminate against any applicant, patient, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 C.F.R., Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992. If employing fifteen or more employees, the **Provider** shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Agreement and annually thereafter in accordance with 45 C.F.R., Part 80.

#### **9.10. Use of Funds for Lobbying Prohibited**

The **Provider** shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

#### **9.11. Public Entity Crime and Discriminatory Contractors**

Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **9.12. Whistleblower's Act Requirements**

In accordance with Subsection 112.3187, F.S., the **Provider** and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The **Provider** and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

## **10. PATIENT SERVICES APPLICABILITY**

### **10.1. Patient Risk Prevention**

The **Provider**, as a licensed substance abuse services organization, and any subcontractors shall, in accordance with the patient risk prevention system, report those reportable situations listed in DCF CFOP 215-6 in the manner prescribed in Florida Department of Children and Families' CFOP 215-6. The **Provider** shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the **Provider** and its employees.

### **10.2. Emergency Preparedness Plan**

The **Provider** shall, within thirty (30) days of the execution of this Agreement, develop an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for patients in substitute care, supplies, and a recovery plan that will allow the **Provider** to continue functioning in compliance with the executed Agreement in the event of an actual emergency.

### **10.3. Support to the Deaf or Hard-of-Hearing**

The **Provider** and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and DCF CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

If the **Provider** or any of its subcontractors employs 15 or more employees, **Provider** and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and DCF CFOP 60-10, Chapter 4. The **Provider's** Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the **Association's** HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Agreement Manager. The name and contact information for the **Provider's** Single-Point-of-Contact shall be furnished to the **Association's** Agreement Manager within fourteen (14) calendar days of the effective date of this requirement.

The **Provider** shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with

Section 504 and the ADA and coordinate activities and reports with the **Provider's** Single-Point-of-Contact.

The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of **Providers** and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

The **Provider's** Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The **Provider** and its subcontractors. The approved Notice is available at: <http://www.myffamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

The **Provider** and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The **Provider** shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

If customers or companions are referred to other agencies, the **Provider** must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

#### **10.4. Confidential Patient and Other Information**

Except as provided in this Agreement, the **Provider** shall not use or disclose but shall protect and maintain the confidentiality of any patient information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the **Provider** or its subcontractors incidental to performance under this Agreement.

State laws providing for the confidentiality of patient and other information include but are not limited to Florida Statutes, Sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, Section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 C.F.R. § 200.303 and 2 C.F.R. § 200.337, 7 C.F.R. § 272.1(c), 42 C.F.R. §§ 2.1-2.3, 42 C.F.R. §§ 431.300-306, 45 C.F.R. § 205.

A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

#### **10.5. Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the **Association** is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The **Provider** shall request reimbursement for eligible expenses through the **Association** and payment will be issued upon FEMA approval and reimbursement.

## 11. AUDITS

### 11.1. State Requirements

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes. In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the **Association**. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the **Association** that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

### 11.2. Report Submission

Any reports, management letters, or other information required to be submitted to the Office of State Courts Administrator pursuant to this agreement shall be submitted within 180 days after the end of the **Provider's** fiscal year or within 45 calendar days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract Manager for this contract (1 copy)  
Joshua Kuch, Ph.D.  
Court Operations Consultant  
Office of State Courts Administrator  
500 South Duval Street  
Tallahassee, FL 32399-1900
- B. Office of State Courts Administrator (1 electronic copy and management letter, if issued)  
General Services Unit  
Supreme Court Building  
500 South Duval Street  
Tallahassee, FL 32399-1900
- C. Copies of reporting packages required by this agreement shall be submitted by or on behalf of the recipient directly to the following address:  
Auditor General  
Claude Pepper Building, Room 574  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the Department for audits done in accordance with

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the **Provider** must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

- D. Florida Alcohol and Drug Abuse Association at the following address  
Angie Durbin  
Florida Alcohol and Drug Abuse Association  
2868 Mahan Drive, Suite 1  
Tallahassee, FL 32308

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**PROVIDER: BROWARD COUNTY**

**FLORIDA ALCOHOL AND DRUG ABUSE  
ASSOCIATION, INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

Mark Fontaine, Executive Director  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DUNS # \_\_\_\_\_

**Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney**

By  (08/29/2018)  
Hulda O. Estama, Assistant County Attorney

By  8/29/18  
Karen S. Gordon, Assistant County Attorney

## Attachment A Provider Eligibility

This agreement is to screen, assess, and administer VIVITROL® to treat alcohol or opioid-addicted individuals who are eligible for publicly funded behavioral health services under *section (s.) 394.674, Florida Statutes (F.S.)*. The **Provider** must submit documentation to support it meets the following requirements for the duration of this agreement:

1. Licensed under *s. 397.427, F.S.* and *Chapter 65D-30.014, Florida Administrative Code (F.A.C.)*, for the provision of medication-assisted treatment;
2. Ability to implement medication receiving storage, and administration procedures that meet Food and Drug Administration (FDA)-approved prescribing instructions, exemptions and exclusions;
3. Have medical staff on site or under Agreement to meet the medical protocols for prescribing, storing, dispensing, administering, and monitoring the use of VIVITROL®;
4. Ability to 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. Have 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 and pregnancy.
  - 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. Document 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. Document 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. Document that **Provider** has the capacity to detox or refer a patient 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. Evidence of insurance coverage for all actions of your organization related to the services provided pursuant to this Agreement. As a state agency or subdivision, as defined by *s. 768.28, F.S.*, the organization shall provide documentation of insurance coverage pursuant to *s. 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.

## **Attachment B Scope of Work**

The **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 (s.) 394.674, *Florida Statutes (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. **Provider** will ensure that patients meet the listed eligibility requirements to receive VIVITROL® services through this program:
1. Patients shall be 18 years of age or older to be eligible for this program.
  2. Patients shall have a primary diagnosis of alcohol use or opioid use disorder as determined by the **Provider**.
  3. Patients shall be court-involved with drug court, mental health court, veterans' court, criminal court, state or local probation, or be determined "high-risk" for becoming court-involved based on prior history or current substance use or other circumstances.
  4. **Provider** shall review any prospective patients with the **Association** in situations where the presenting circumstances are not clearly outlined in A.2. and A.3. The **Provider** will have final say in the determination of eligibility in these cases.
- B. **Provider** will provide the following to patients in collaboration with FADAA:
1. Provide education regarding Medication Assisted Treatment (MAT) and Vivitrol®
  2. Screen potential patients to establish both legal and medical qualifications for these individuals to participate in this program.
  3. 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**.
- C. **Provider** will establish local program goals and submission of monthly and quarterly reports to FADAA and document the following:
1. Medication purchases for each quarter of the fiscal year. Reports are due by the last day of the month following the close of each quarter.
  2. Monthly patient data program activity and outcomes. Data will include, but may not be limited to:
    - a. Number of patients screened and educated on the use, benefits, and risks of VIVITROL®;
    - b. Number of patients assessed (received physical exam and/or lab work) for use of VIVITROL®;
    - c. Number of patients who received one or more doses of VIVITROL®;
    - d. 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);
    - e. Patient outcomes including, urge to drink and/or use opiates; number days in the month that patient



drank or used opiates; and current status of patient participation in psychosocial treatment (treatment retention); and,

- f. Discharge status for individuals that complete or withdraw from services. Individuals that do not initiate injection protocol shall be discharged under the Immediate Case Closeout field. Individuals that receive one or more injections shall be discharged under the MAT Outcome field. Individuals that go 45 or more days without a service shall either be re-engaged in services or processed for discharge.
3. Negotiate a mutually agreeable Agreement with Besse Medical, 9075 Centre Point Drive, Suite 140, West Chester, OH 45069, to request and receive VIVITROL® directly for the services provided under the Agreement at [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.

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

## Attachment C Payment Schedule

- 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 Patient; 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)	\$1,360

Under all pharmacy arrangements, the actual cost of the medication plus \$352.33 (administration, medication management, and processing) shall be reimbursed, not to exceed the \$1,360 per dose.

- B. **Provider** shall receive an initial allocation at the beginning of each fiscal year in writing from the **Association**.
- C. The **Provider** is expected to manage patient caseloads and services within the allocation amount.
- D. Adjustments may be made to allocations in November (based on service utilization from July through October) and in March (based on service utilization from November through February).
- E. The **Provider** performance dashboard in the data portal depicts spending rates versus spending targets. Providers must contact FADAA for permission to enroll new patients when the dashboard displays yellow or red. When the dashboard displays green, providers may admit new patients within available resources.
- F. **Providers are NOT allowed to exceed the allocation approved by the Association in writing.**
- G. Payment for services provided through the Agreement will be made from state funds appropriated for this purpose pursuant to the Agreement between FADAA and the OSCA and shall concur with the compensation of fee schedule agreed to by the parties. No additional fees will be paid.
- H. By the 15th of each month, **Provider** must electronically submit to FADAA accurate data documenting patient screening, education, medical assessment, laboratory tests, and injections provided during the previous month using the online FADAA VIVITROL® data portal (<https://portal.fadaa.org/>). Submission of inaccurate data may result in delayed payment.
- I. Invoices shall be submitted by month. Supplemental invoices are allowable for services not otherwise submitted as part of a regular monthly billing and must be submitted by month of service. FADAA will not process any invoices containing services from more than one month.
- J. Back up documentation (copies of receipts or a quarterly report) on the volume of medication purchased during each quarter must be submitted in October (for July through September), January (for October through December), April (for January through March), and July (for April through June). 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.

- K. The **Provider** will ensure that funds provided through this project are the payer of last resort.
- L. FADAA performance and obligation to pay under this **AGREEMENT** 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 OSCA or demands a spending reduction in state budgets, FADAA will have no obligation to pay or perform under this **AGREEMENT**, other than for services completed and invoiced prior to such an action by the Legislature. FADAA's performance and obligation to pay under this **AGREEMENT** are also contingent upon final spending approval from OSCA.
- M. All fiscal-year-end invoices, including supplemental invoices, must be submitted by the **Provider** and approved by FADAA within 26 days of the close of the fiscal year (June 30th). Any invoices received after this date shall be subject to non-payment.

## Attachment D

### Contractor (Provider) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). See 2 C.F.R. Part 180.

By signing and submitting this certification, the **Contractor** certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the **Contractor** provides the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this Transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, The Department or agency with which this transaction originated may pursue available remedies.
2. Further, the **Contractor** shall provide immediate written notice to the Florida Alcohol and Drug Abuse Association to which this certification is submitted if at any time the **Contractor** learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this certification, it is agreed that the **Contractor** will not knowingly enter into lower-tier covered transaction(s) with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.
4. It is further agreed that by submitting this certification, the **Contractor** will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor /Agency Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Agent Name \_\_\_\_\_

Authorized Agent Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

## Attachment E Business Associate Agreement

Regarding the access to, use of, and disclosure of Protected Health Information (PHI), FADAA is the primary Business Associate. The **Provider** is a Subcontractor of FADAA and is therefore subject to the requirements of the Business Associate Agreement.

The following terms used in this section shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### A. Definitions

1. "Business Associate" is defined in 45 C.F.R. 160.103 and for purposes of the **AGREEMENT** shall specifically refer to FADAA.
2. "Covered Entity" is defined in 45 C.F.R. 160.103 and for purposes of the **AGREEMENT** shall refer to the Office of State Courts Administrator (OSCA).
3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules in 45 CFR Part 160 and Part 164.
4. "Subcontractor" is defined in 45 C.F.R. 160.103 and refers to the individual or entity to whom a Business Associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such Business Associate.

### B. **Provider** Obligations and Activities as a Subcontractor

1. **Provider** agrees to:
  - a. Not use or disclose protected health information other than as permitted or required by the **AGREEMENT** or as required by law;
  - b. Use appropriate administrative safeguards as set forth in 45 C.F.R. 164.308, physical safeguards as set forth in 45 C.F.R. 164.310, and technical safeguards as set forth in 45 C.F.R. 164.312; including policies and procedures regarding the protection of PHI and/or ePHI set forth in 45 C.F.R. 164.316 and the provision of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the **Provider** creates, receives, maintains or transmits on behalf of OSCA;
  - c. Acknowledge that the foregoing safeguards, policies and procedures requirements shall apply to FADAA and the **Provider** in the same manner that such requirements apply to OSCA, and (b) FADAA and the **Provider** are directly liable under the civil and criminal enforcement provisions set forth in section 13404 of the HITECH Act and 45 C.F.R. §164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements, and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
  - d. Report to the covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required in 45 C.F.R. 164.410, and any security incident of which it becomes aware;

- e. Notify FADAA and the OSCA Agreement Manager as soon as possible, but no later than five (5) business days following determination of any breach or potential breach of personal and confidential data;
- f. Notify FADAA and the OSCA Agreement Manager within 24 hours of notification by the U.S. Department of Health and Human Services of any investigations, compliance reviews or inquiries by the U.S. Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach);
- g. Provide any additional information requested by FADAA or OSCA for purposes of investigating and responding to a breach;
- h. Provide, at **Provider's** own cost, notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential data as provided in s. 817.5681, F.S.;
- i. Implement, at **Provider's** own cost, measures deemed appropriate by FADAA or OSCA to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data;
- j. Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by OSCA;
- k. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any employees, independent contractors, or volunteers of the **Provider** that create, receive, maintain, or transmit PHI on behalf of FADAA appropriately safeguard the information;
- l. Make available PHI in the Vivitrol® Data Portal in a designated record set to FADAA to satisfy covered entity's obligations under 45 C.F.R. 164.524;
- m. Make any amendment(s) to PHI in the Vivitrol® Data Portal in a designated record set as directed or agreed to by FADAA pursuant to 45 C.F.R. 164.526, or take other measures as necessary to the covered entity's obligations under 45 C.F.R. 164.526;
- n. Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.528;
- o. To the extent that FADAA and the **Provider** are to carry out one or more of the covered entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and,
- p. Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA rules.

#### C. Permitted Uses and Disclosures

1. The **Provider** may use and disclose the OSCA PHI and/or ePHI received or created by the **Provider** (or its agents or subcontractors) in performing its obligations under this Agreement.
2. The **Provider** may disclose PHI and/or ePHI created or received in its capacity as a Subcontractor of FADAA and OSCA for the proper management and administration of the Vivitrol program if (a) the disclosure is required by law, (b) the **Provider** obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person agrees to notify the **Provider** of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3. The **Provider** shall follow guidance in the HIPAA rule regarding marketing, fundraising, and research located in sections 45 C.F.R. 164.501, 45 C.F.R. 164.508, and 45 C.F.R. 164.514.

D. **Provider** Obligations Upon Termination

1. Upon termination of this Agreement for any reason, **Provider**, with respect to PHI received on behalf of FADAA and OSCA shall:
  - a. Retain only that PHI which is necessary for **Provider** to continue its proper management and administration or to carry out its legal responsibilities;
  - b. Return to covered entity or other entity as specified by OSCA or, if permission is granted by OSCA, destroy the remaining PHI that the **Provider** still maintains in any form;
  - c. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, other than as provided for in this section, for as long as the **Provider** retains the PHI;
  - d. Not use or disclose the PHI retained by the **Provider** other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs C.1. to C.3. above under "Permitted Uses and Disclosures" which applied prior to termination;
  - e. Return to OSCA, or other entity as specified by OSCA, if permission is granted by OSCA, destroy the PHI retained by the **Provider** when it is no longer needed by the **Provider** for its proper management and administration or to carry out its legal responsibilities; and,
  - f. The obligations of the **Provider** under this section shall survive the termination of the Agreement.

**Attachment F**  
**Provider Allocation Acknowledgement**

Pursuant to the Agreement, the **Provider** shall be required to acknowledge the designated allocation amount and timeframe outlined below for the Vivitrol® program funded by OSCA. Adjustments to **Provider** allocations shall occur in November and March based on service utilization, the availability of funding, and satisfactory performance of all terms by the **Provider**, and require signature and date from the **Provider** and the Association. Any allocation adjustments outside of the initial allocation and two (2) scheduled adjustments shall only occur upon the request of the **Provider** and agreement of the Association and shall also require signature and date of both parties. By the signatures below, the **Provider** agrees to manage service spending at an amount not to exceed the initial or revised allocation for the term of the 2018-2019 fiscal year – July 1, 2018 to June 30, 2019.

Initial FY 2018-2019 Allocation:     \$177,298.31    

\_\_\_\_\_  
**Provider Signature/Date**

\_\_\_\_\_  
**Association Signature/Date**

Revised FY 2018-2019 Allocation: \_\_\_\_\_

\_\_\_\_\_  
**Provider Signature/Date**

\_\_\_\_\_  
**Association Signature/Date**

Revised FY 2018-2019 Allocation: \_\_\_\_\_

\_\_\_\_\_  
**Provider Signature/Date**

\_\_\_\_\_  
**Association Signature/Date**

Revised FY 2018-2019 Allocation: \_\_\_\_\_

\_\_\_\_\_  
**Provider Signature/Date**

\_\_\_\_\_  
**Association Signature/Date**