

January ____, 2015

MEMORANDUM OF AGREEMENT

I. BACKGROUND

This Memorandum of Agreement (MOA) establishes the relationship between the Florida Alcohol and Drug Abuse Association (FADAA) and _____.

II. GOAL OF AGREEMENT

The goal of this agreement is to define the requirements and terms of the relationship between the FADAA and _____ through which _____ will provide screening for and administration of extended-release injectable naltrexone (VIVITROL®) available to treat alcohol and opioid-addicted offenders in community-based drug treatment programs during the period of _____ and June 30, 2015, 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.

III. PROFESSIONAL SERVICES REQUIRED

The provider agrees to screen, assess, and administer VIVITROL to treat alcohol and opioid addicted offenders court-ordered to a community-based drug treatment program. _____, as a substance abuse treatment provider, 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. Provider will perform the following medication-assisted treatment services in collaboration with the FADAA:

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

1. A formal medical protocol for assessment and administration of VIVITROL.
2. Documentation of training for the provider's staff with regard to the FDA-approved prescribing instructions, exceptions and exclusions for 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. Psychiatrist with a certificate in Addiction.
 - d. Trained in the administration of VIVITROL.
 7. Documentation that you have the 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 prior to placing them on VIVITROL.
 9. Documentation of insurance coverage for all actions of your organization related to the services provided pursuant to this agreement in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00, aggregate.

B. Services to be provided:

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 individuals to establish both legal and medical qualification for individuals to receive VIVITROL through this program.
3. Administer VIVITROL to qualified individuals.
4. Establishment of local program goals and submission of a monthly report to FADAA for the OSCA to document the following:
 - a. 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;
 - b. Monthly client data program activity and outcomes. Data will include, but may not be limited to:
 - i. Number of clients screened and educated on the use, benefits, and risks of extended-release injectable naltrexone;
 - ii. Number of clients assessed (received physical exam and/or lab work) for use of extended-release injectable naltrexone;

- iii. Number of clients who received one or more doses of extended-release injectable naltrexone;
 - iv. 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;
- c. Demographics of individuals served (first, middle, and last name; date of birth; race; ethnicity; gender; social security number; state identification number; Florida Department of Corrections number, if applicable; 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).
 - d. 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.
 - e. 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;
 - f. 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;
 - g. Average number of doses for alcohol users and average number of doses for opioid users; and
 - h. Assign and submit to FADAA a de-identified client number for reporting purposes.
 - i. The annual number of offender treatment referrals you anticipate receiving from the local court system and an estimate of the projected number of these individuals who would be appropriate for medication-assisted treatment using VIVITROL.
- 5. 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 agreement. www.besse.com
 - 6. 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.
 - 7. 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

- 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 Offender; 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 OSCA and shall concur with the compensation of fee schedule agreed to by the parties. No additional fees will be paid. The provider will submit all monthly reports required by this MOA and invoice by the 10th of each month to the FADAA, documenting VIVITROL education, medical screenings, and injections provided during the previous month.
- C. The invoice for reimbursement of Provider expenses must include the name of the Provider, types of services provided, number of units for each service type, the unit cost for each service type, and the total number of clients served during the month. Back up documentation to be included with the invoice to FADAA must also include proof of payment to Besse Medical 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 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 agreement. The Provider will maintain all records made or received in conjunction with this Agreement 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 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 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 agreement 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 Contractor under this Agreement.

VIII. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that _____ 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 _____ or any employee or agent of the FADAA. Both parties acknowledge that _____ is not an employee of the FADAA for state or federal tax purposes. _____ shall retain the right to perform services for others during the terms of, and consistent with the terms of this MOA.

IX. TERMINATION

If, in the judgment of the FADAA, the Provider for any reason fails to fulfill its obligations under this Agreement in a timely manner, or if the Provider violates any provision of this Agreement, the FADAA may terminate this Agreement on 30 days written notice by certified mail.

The FADAA may unilaterally terminate this Agreement 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. 119.07(1), 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 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

Agreement 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 agreement is terminated immediately.

X. INDEMNIFICATION

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 agreement is executed.

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.

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 Agreement. 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:

Provider
CEO Title
Address
City, FL Zip Code

Date

Mark Fontaine, Executive Director
Florida Alcohol and Drug Abuse Association
2868 Mahan Drive, Suite 1
Tallahassee, FL 32308

Date