

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

This Memorandum of Agreement is entered into between the **Florida Alcohol and Drug Abuse Association, Inc.**, hereinafter referred to as the “**Association**” and **Broward County, Florida**, located at 325 S.W. 28<sup>th</sup> Street, Fort Lauderdale, Florida 33315, 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 screening, medical assessment, and administration of extended-release injectable naltrexone to treat adults 18 years of age or older who are eligible for publicly funded behavioral health services, under section 394.674 F.S. and have a primary diagnosis alcohol use or opioid use disorder in community-based drug treatment programs in a manner consistent with the terms and conditions of the Agreement between the **Association** and the **Provider**. Eligible medications and unit cost rates for the **Provider** are identified in Attachment D – Payment Schedule.

**2) EFFECTIVE AND ENDING DATES**

This Agreement shall be effective July 1, 2022, or the last party signature date, whichever is later. The service performance period under this Agreement shall commence on July 1, 2022, or the effective date of this Agreement, whichever is later, and shall end at midnight, Eastern Daylight Savings Time, on June 30, 2023, subject to the survival of terms provisions of Section 9.4. This Agreement may be renewed at the discretion of the **Association**.

**3) AGREEMENT DOCUMENT**

This Agreement is composed of the documents referenced in this section including:

- This standard Agreement
- Attachment A – Programmatic State and Federal Laws, Rules, And Regulations
- Attachment B – Provider Eligibility
- Attachment C – Scope of Work
- Attachment D – Payment Schedule
- Attachment E – Provider Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment F – Business Associate Agreement
- Attachment G – Provider Allocation Agreement – Allocation/Target Spend Rates
- Attachment H – Employment Eligibility Affidavit
- Attachment I – E-Verify Registration Waiver Affidavit (Sole Proprietors only)
- Attachment J – Civil Rights Compliance Checklist
- Attachment K – Document Submission Checklist

**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 C.

## 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 Attachment G, Provider Allocation Agreement, 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 D, Payment Schedule.

### 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 5.3, 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** under this or any other agreement. 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 calendar 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, 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.

### 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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ae70963d\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ae70963d_2) and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing and available at <https://myfloridacfo.com/division/aa/state-agencies/cfo-memos>

### 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 **Association**.

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) business 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) business 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

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 **Association** and the State of Florida, 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**.

Except to the extent permitted by section 768.28, F.S., the paragraph above is not applicable to contracts executed between the **Association** and state agencies or subdivisions defined in section 768.28(2), F.S. 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, identified in section 11.3 of this Agreement within ten (10) calendar 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 Florida Department of Children and Families (DCF), 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.

The DCF shall have exclusive rights to all data processing software falling within the terms of s. 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith. If the **Provider** uses or delivers to DCF for its use or the use of its employees, agents, or subcontractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement. The term "use" shall include use by the **Provider** or the **Association** during the term of this Agreement and use by DCF, its employees, agents, or contractors during the term of this Agreement and perpetually thereafter.

The Federal awarding agency, the Substance Abuse and Mental Health Services Administration (SAMHSA), reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under 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, Department of Children and Families". If the sponsorship reference is in written material, the words "Florida Alcohol and Drug Abuse Association" and "State of Florida, Department of Children and Families" 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** 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 CFOP 180-4, which is hereby incorporated by reference and can be obtained from the **Association's** Director of Contracts.
- In accordance with 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 the **Association** 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 **Association** web-based data systems hereinafter referred to as 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 medication patients must be reported to the **Association** within one (1) business day. The **Provider** shall keep the **Association** 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](mailto:IG.Complaints@myflfamilies.com). The **Provider** and subcontractor may also mail the completed form to the Office of the Inspector General - Single Audit Unit, The Centre, Suite 400-1, 2415 Monroe Street, Tallahassee, Florida

32303 or via email to [HQW.IG.Single.Audit@myffamilies.com](mailto:HQW.IG.Single.Audit@myffamilies.com).

### 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 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.

### 6.13. Human Subject Research

The **Provider** shall comply with the requirements, for any activity under this Agreement involving human subject research, of 45 Code of Federal Regulations (C.F.R.), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the **Florida Department of Children and Families'** Human Protections Review Committee and a duly constituted Institutional Review Board.

## 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 this section. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, 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**.

At all reasonable times for as long as records are maintained, persons duly authorized by the **Association** and Federal auditors, pursuant to 2 C.F.R. § 200.336, shall be allowed full access to and the right to examine any of the **Provider's** contracts and related records and documents, regardless of the form in which kept.

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 Florida Department of

Children and Families 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 (HIPAA)

In compliance with 45 C.F.R. § 164.504(e), the **Provider** shall comply with the provisions of Attachment F to this Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the **Provider** or its subcontractor(s) incidental to the **Provider's** performance of this Agreement. **Provider** compliance with this mandate will be monitored during on-site administrative and clinical record reviews by the **Association** at its discretion.

### 7.4. Data Security

The **Provider** shall comply with the following data security requirements whenever the **Provider** or its subcontractors have access to the **FADAA Data Portal** or the Florida Department of Children and Families 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 require all staff involved with this program, including medical, clinical, billing, and administrative staff having access to the **FADAA Data Portal**, to complete the Florida Department of Children and Families security awareness and HIPAA trainings annually. Proof of training must be maintained as per Section 7 of this document.
- All **Provider** employees who have access to information belonging to the **Association** or the Florida Department of Children and Families shall comply with and be provided a copy of CFOP 50-02 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 as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the **Provider** shall assure that unencrypted personal and confidential Departmental 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) calendar 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 Departmental data.
- The **Provider** shall cause each of its subcontractors having access to the **FADAA Data Portal** or the Florida Department of Children and Families data systems 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 the Agreement for which the **Association** may unilaterally terminate this Agreement.

The **Provider** shall:

- Keep and maintain public records that ordinarily and necessarily 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 if the **Provider** does not transfer the records to the **Association**.
- Upon completion of the Agreement, transfer, at no cost, to the **Association** all public records in possession of the **Provider** or keep and maintain public records required by the **Association** to perform the service. If the **Provider** transfers all public records to the **Association** upon completion of the Agreement, the **Provider** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Provider** keeps and maintains public records upon completion of the Agreement, the **Provider** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **Association**, upon request from the **Association's** custodian of public records, in a format that is compatible with the information technology systems of the **Association**.

## 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** 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.

Failure to have performed any contractual obligations under any other agreement with the **Association** in a manner satisfactory to the **Association** will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the **Provider**.



In the event of termination, the **Provider** will be compensated up to the limits of the allocations 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. Survival of Terms**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the **Provider** and remedies available to the **Association** survive the ending date or an earlier termination of this Agreement. The **Provider's** performance pursuant to such surviving provisions shall be without further payment. The specific terms of survival include sections 5.2, 5.3, 6.6 as applicable, 7.1, 7.2, 7.3, 7.4, 7.5, 10.4, 11.1, and 11.2 of the Agreement.

### **9.5. 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.

#### **9.6. 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**.

#### **9.7. 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.

#### **9.8. 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.

#### **9.9. Unauthorized Aliens**

In compliance with the U.S. Department of Homeland Security (DHS), unauthorized aliens shall not be employed by the Provider or any of its subcontractors. 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.

#### **9.10. 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, as applicable and CFOP 60-16. If employing fifteen (15) or more employees, the **Provider** shall complete Attachment J, the Civil Rights Compliance Checklist, CF Form 946, for the period covering July 1 thru June 30, and submit it to the Association within thirty (30) calendar days of execution of this Agreement in accordance with CFOP 60-16 and 45 C.F.R., Part 80.

#### **9.11. 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.

#### **9.12. 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.

### 9.13. 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** and any subcontractors shall, in accordance with the patient risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in 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) calendar 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 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 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) calendar 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:

<https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/providers/dcf-posters.shtml>

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 subcontractor(s) incidental to performance under this Agreement.

State laws providing for the confidentiality of patient and other information include but are not limited to 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, F.S.

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. Federal Requirements

This part is applicable if the recipient (i.e., **Provider**) is a State or local government or a non-profit organization as defined in 2 C.F.R. §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department of Children and Families' Single Audit Unit and the contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department of Children and Families' Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children and Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 C.F.R. §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the **Association** in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the **Association** shall be fully disclosed in the audit report package with reference to the specific contract number.

### 11.2. State Requirements

This part is applicable if the **Provider** is a nonstate entity as defined by Section 215.97(2), Florida Statutes. In the event the recipient expends \$750,000 or more in state financial assistance during its fiscal year, the **Provider** 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 **Provider** agrees to provide a copy of the single audit to the Department of Children and Families' Single Audit Unit and its agreement manager as indicated in Section 11.3 of this agreement, the State of Florida Auditor general, and the **Association** agreement manager as indicated in Section 11.3 of this agreement. In the event the **Provider** expends less than \$750,000 in State financial assistance during its fiscal year, the **Provider** 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 **Provider** shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other 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 **Provider** 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.

The schedule of expenditures should disclose the expenditures by contract number for each contract in effect during the

audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department of Children and Families shall be fully disclosed in the audit report package with reference to the specific contract number.

### 11.3. Report Submission

Any reports, management letters, or other information required pursuant to this Agreement shall be submitted within 180 calendar days after the end of the **Provider's** fiscal year or within 30 (Federal) or 45 (State) 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. Department of Children and Families  
Sean Matthews, Agreement Manager  
Florida Department of Children and Families  
Business Operations Unit  
Office of Substance Abuse and Mental Health  
2415 North Monroe Street  
Suite 400, B-109  
Tallahassee, FL 32303
- B. Department of Children & Families (1 electronic copy and management letter, if issued)  
Office of the Inspector General  
Single Audit Unit  
The Centre, Suite 400-I  
2415 Monroe Street  
Tallahassee, Florida 32303  
Email address: [HQW.IG.Single.Audit@myffamilies.com](mailto:HQW.IG.Single.Audit@myffamilies.com)

When submitting audit report packages to the Department for audits done in accordance with 2 C.F.R. §§ 200.500-200.521, or 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.

- C. Reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 §§ 200.500-200.521, and required by Part I of this Agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: <https://harvester.census.gov/facweb/> and other Federal agencies and pass-through entities in accordance with 2 C.F.R. § 200.512.
- D. 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  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

E. Florida Alcohol and Drug Abuse Association (1 electronic copy and management letter, if issued)  
Att. Ive Vintimilla, Association Agreement Manager  
316 East Park Avenue  
Tallahassee, FL 32301  
Email address: [compliance@floridabha.org](mailto:compliance@floridabha.org)

## 12) FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Agreement.

### 12.1. Federal Law

The **Provider** shall comply with the provisions of Federal law and regulations including, but not limited to, 2 C.F.R., Part 200, and other applicable regulations.

If this Agreement contains \$10,000 or more of Federal Funds, the **Provider** shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in U.S. Department of Labor regulation 41 C.F.R., Part 60 if applicable.

If this Agreement contains over \$150,000 of Federal Funds, the **Provider** shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 C.F.R., Part 1500). The **Provider** shall report any violations of the above to the **Association**.

No Federal Funds received in connection with this Agreement may be used by the **Provider**, or agent acting for the **Provider**, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of \$100,000, the **Provider** must, prior to Agreement execution, complete the Certification Regarding Lobbying form, Attachment E. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the **Association**, prior to payment under this Agreement.

If this Agreement provides services to children up to age 18, the **Provider** shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

If the **Provider** is a federal subrecipient or pass-through entity, then the **Provider** and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: An agreement award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 C.F.R., Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

If the **Provider** is a federal subrecipient or pass-through entity, the **Provider** and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 C.F.R., Part 200. If a **Provider's** subcontractor is determined to be a subrecipient, the **Provider** must ensure the subcontractor adheres to all the applicable requirements in 2 C.F.R., Part 200.

## 12.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

The **Provider** will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Agreement includes \$30,000 or more in Federal Funds (as determined over its entire term). The **Provider** shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

## 12.3. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the Occupational Safety and Health (OSH) Act of 1970 and the subsequent federal laws expanding the act, the **Provider** is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## 13) E-VERIFY REQUIREMENT

The **Provider** shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the **Provider** is providing services.

Prior to execution of this Agreement, the **Provider** shall complete and provide to the **Association** a signed and notarized affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens (Attachment H).

The **Provider** shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Agreement for which the Provider is providing services.

Prior to allowing any subcontractor to provide any services contemplated under this Agreement, the **Provider** shall provide to the Association a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens (Attachment H).

If the **Provider** is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Provider must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents (Attachment I).

After the execution of the initial Agreement, the **Provider** shall provide the Association with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Agreement, on an annual basis thereafter.

Violation of the provisions in this paragraph by the **Provider** shall constitute grounds for immediate termination of the



contract by the **Association** pursuant to section 448.095(2)(c), Florida Statutes.

Pursuant to section 448.095(2)(f), Florida Statutes, the **Provider** is liable for any additional costs incurred by the Association as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

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**

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

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

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

***Monica Cepero, County Administrator***

***Melanie Brown-Woofter, President/CEO***

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Fiscal Year: 2022-2023

FEIN #: \_\_\_\_\_

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

By: **Ronald Honick** Digitally signed by Ronald Honick  
Date: 2022.07.27 10:21:28 -04'00'  
\_\_\_\_\_  
Ronald J. Honick, III  
Assistant County Attorney

## Attachment A

### Programmatic State and Federal Laws, Rules, and Regulations

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

#### A-1 Federal Authority

- 1) Block Grants Regarding Mental Health and Substance Abuse
  - Block Grants for Community Mental Health Services  
42 U.S.C. ss. 300x, et seq.
  - Block Grants for Prevention and Treatment of Substance Abuse  
42 U.S.C. ss. 300x-21 et seq.  
45 C.F.R. Part 96, Subpart L
- 2) Department of Health and Human Services, General Administration, Block Grants  
45 C.F.R. Part. 96
- 3) Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant  
42 C.F.R. Part 54
- 4) Confidentiality of Substance Use Disorder Patient Records  
42 C.F.R. Part2
- 5) Security and Privacy  
45 C.F.R. Part 164
- 6) Supplemental Security Income for the Aged, Blind and Disabled  
20 C.F.R. Part 416
- 7) Temporary Assistance to Needy Families (TANF)  
42 U.S.C. ss. 601 - 619  
45 C.F.R., Part 260
- 8) Projects for Assistance in Transition from Homelessness (PATH)  
42 U.S.C. ss. 290cc-21 - 290cc-35
- 9) Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)  
42 U.S.C. ss. 12101 -12213
- 10) Prevention of Trafficking (Trafficking Victims Protection Act of 2000)  
22 U.S.C. s. 7104  
2 C.F.R. Part 175

#### A-2 Florida Statutes

- 1) Child Welfare and Community Based Care  
Ch. 39, F.S. Proceedings Relating to Children  
Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions
- 2) Substance Abuse and Mental Health Services  
Ch. 381, F.S. Public Health: General Provision  
Ch. 386, F.S. Particular Conditions Affecting Public Health  
Ch. 394, F.S. Mental Health

Ch. 395, F.S. Hospital Licensing and Regulation  
 Ch. 397, F.S. Substance Abuse Services  
 Ch. 400, F.S. Nursing Home and Related Health Care Facilities  
 Ch. 414, F.S. Family Self-Sufficiency  
 Ch. 458, F.S. Medical Practice  
 Ch. 464, F.S. Nursing  
 Ch. 465, F.S. Pharmacy  
 Ch. 490, F.S. Psychological Services  
 Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services  
 Ch. 499, F.S. Florida Drug and Cosmetic Act  
 Ch. 553, F.S. Building Construction Standards  
 Ch. 893, F.S. Drug Abuse Prevention and Control  
 S. 409.906(8), F.S. Optional Medicaid Services - Community Mental Health Services

- 3) Developmental Disabilities  
 Ch. 393, F.S. Developmental Disabilities
  
- 4) Adult Protective Services  
 Ch. 415, F.S. Adult Protective Services
  
- 5) Forensics  
 Ch. 916, F.S. Mentally Deficient and Mentally Ill Defendants  
 Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles  
 S. 985.19, F.S. Incompetency in Juvenile Delinquency Cases  
 S. 985.24, F.S. Interstate Compact on Juveniles; Use of detention; prohibitions
  
- 6) State Administrative Procedures and Services  
 Ch. 119, F.S. Public Records  
 Ch. 120, F.S. Administrative Procedures Act  
 Ch. 287, F.S. Procurement of Personal Property and Services  
 Ch. 435, F.S. Employment Screening  
 Ch. 815, F.S. Computer-Related Crimes  
 Ch. 817, F.S. Fraudulent Practices  
 S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons  
 S. 112.3185, F.S. Additional standards for state agency employees  
 S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance  
 S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

### **A-3 Florida Administrative Code**

- 1) Child Welfare and Community Based Care  
 Ch. 65C-13, F.A.C. Foster Care Licensing  
 Ch. 65C-14, F.A.C. Child-Caring Agency Licensing  
 Ch. 65C-15, F.A.C. Child-Placing Agencies
  
- 2) Substance Abuse and Mental Health Services  
 Ch. 650-30, F.A.C. Substance Abuse Services Office  
 Ch. 65E-4, F.A.C. Community Mental Health Regulation  
 Ch. 65E-5, F.A.C. Mental Health Act Regulation

- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
  - Ch. 65E-11, F.A.C. Behavioral Health Services
  - Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs
  - Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
  - Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
  - Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services
- 3) Financial Penalties
- Ch. 65-29, F.A.C. Penalties on Service Providers

#### **A-4 MISCELLANEOUS**

- 1) Department of Children and Families Operating Procedures
  - CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
  - CFOP 155-11 Title XXI Behavioral Health Network
  - CFOP 155-47 Processing Referrals from the Department of Corrections
  - CFOP 215-6 Incident Reporting and Analysis System (IRAS)
- 2) Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements
  - S. 215.97, F.S. Florida Single Audit Act
  - S. 215.971, F.S. Agreements funded with federal or state assistance
  - Comptroller's Memorandum No. 03 (1999-2000) Florida Single Audit Act Implementation
  - CFO's Memorandum No. 03 (2014 - 2015) Compliance Requirements for Agreements
  - 2 C.F.R., Part 200 Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>
  - 2 C.F.R., Part 300 Department of Health and Human Services -Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
  - 45 C.F.R., Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards
- 3) Data Collection and Reporting Requirements
  - S. 394.74(3)(e), F.S. Data Submission
  - S. 394.9082, F.S. Behavioral health managing entities
  - S. 394.77, F.S. Uniform management information, accounting, and reporting systems for providers
  - S. 397.321 (3)(c), F.S. Data collection and dissemination system
  - DCF PAM 155-2 Mental Health and Substance Abuse Measurement and Data

## Attachment B Provider Eligibility

This Agreement is to screen, assess, and administer extended-release injectable naltrexone 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 *Chapter 397, F.S.* to provide outpatient or residential treatment for substance use disorders.
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 extended-release injectable naltrexone.
4. Ability to provide medication-assisted treatment using extended-release injectable naltrexone 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 extended-release injectable naltrexone including the ability to conduct baseline evaluations and required lab work to detect active liver disease and pregnancy.
  - b. Prescribe the medication.
  - c. Store the medication.
  - d. Dispense and administer the medication.
  - e. Medically monitor the use of extended-release injectable naltrexone.
  - f. Conduct a clinical assessment.
6. Document that the **Provider's** Florida-licensed physician(s) 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 extended-release injectable naltrexone.
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 extended-release injectable naltrexone 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 calendar days of abstinence from opioids and 3-5 calendar days from alcohol following detox prior to placing them on extended-release injectable naltrexone.
9. Evidence of insurance coverage for all actions of the **Provider** related to the services provided pursuant to this Agreement. As a state agency or subdivision, as defined by *s. 768.28, F.S.*, the **Provider** 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 ongoing self-insurance program.

## Attachment C Scope of Work

The **Provider** agrees to:

1. Clinically screen, medically assess, and administer extended-release injectable naltrexone 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.)*
2. Secure and maintain documentation of all services and costs related to the program,
3. Report services using the **FADAA Data Portal** in an accurate and timely manner, and
4. Provide extended-release injectable naltrexone 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 extended-release injectable naltrexone 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 opioid use disorder, alcohol use disorder or combination of alcohol and opioid use disorders, as determined by the **Provider** using appropriate diagnostic protocols.

B. **Provider** will provide the following to patients in collaboration with the **Association**:

1. **Clinical Screening** – clinical evaluation and interview with a prospective patient to determine the existence of an opioid use disorder and/or alcohol use disorder, provide education regarding extended-release injectable naltrexone, and determine the readiness and willingness to use a MAT protocol in conjunction with counseling and recovery support. Patients can only receive one screening service funded by this program.

The screening should not be the initial contact with the individual – the **Provider** shall select potential MAT participants from among its existing clientele that is currently engaged in and actively participating in substance abuse counseling and/or recovery support services and demonstrate motivation to follow through on MAT protocols. The **Provider** shall ensure that a minimum of two-thirds (66%) of individuals screened for MAT receive medication services for their alcohol and/or opioid disorders.

The **Provider** shall identify potential stimulant use disorders and either provide treatment and/or recovery support services in-house or refer the individual for these services to appropriate providers in the community. On the screening page in the **FADAA Data Portal** there are two (2) mandatory field regarding stimulants. The **Provider** shall record whether a co-morbid stimulant use disorder has been identified in the first field and, in the second field the **Provider** shall identify whether stimulant use disorder services will be provided in-house or referred out to another community provider. No stimulant use disorder treatment or recovery support shall be funded under the Agreement.

2. **Medical assessment** – involves blood specimen lab work to determine a prospective patient's kidney and liver function, and any ailments that would preclude the use of extended-release injectable naltrexone. Includes a pregnancy test for female patients to determine the appropriateness of extended-release injectable naltrexone. Physician reviews lab work and writes orders for medication. Nursing staff provide overview of the selected medication's benefits and side effects to the patient, and expectations for MAT participation on the part of the patient. Patients can only receive one medical assessment service funded by this program.
3. **Medication Administration** – Dose administration and management by medical personnel as well as any additional lab work.

Extended-release injectable naltrexone should be provided as an adjunct to, and in coordination with, behavioral health treatment, including individual and/or group counseling as determined necessary and appropriate by the **Provider**.

C. **Provider** will establish local program goals and submission of monthly, quarterly, and annual reports to the **Association** and document the following:

1. 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 extended-release injectable naltrexone.
  - b. Number of patients assessed (received physical exam and/or lab work) for use of extended-release injectable naltrexone.
  - c. Number of patients who received one or more doses of extended-release injectable naltrexone.
  - d. Basic information and demographics of individuals served (first, middle, and last initials; date of birth; race; ethnicity; gender; social security number; alcohol and/or opioid(s) 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).
  - 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 40 or more days without a service shall either be re-engaged in services or processed for discharge.
2. Negotiate a mutually agreeable agreement with Besse Medical, 9075 Centre Point Drive, Suite 140, West Chester, OH 45069, to request and receive extended-release injectable naltrexone 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 extended-release injectable naltrexone through this arrangement.

3. 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.

D. State Opioid Response (SOR II) Data collection:

Activities funded through this Agreement are funded, at least in part, through the State Opioid Response (SOR II) grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). The SOR II grant is subject to the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 and, as such, it includes data collection and reporting as described in this section.

1. The GPRA Client Outcome Interview and Supplemental Questions for the SOR II grant tool must be completed for patients with opioid use disorders or a combination of opioid use disorders and alcohol use disorders when the medication is paid for by federal grant funds. The interviews can be completed as early as one (1) month prior or one (1) month following the scheduled interview date. There is a total of five (5) collection points for the interviews:
  - a. Intake – this interview should be scheduled at the first medication appointment (injection) for new patients. Individuals receiving only screenings and medical assessments that do not engage in the extended-release

injectable naltrexone protocol **do not** have to complete the GPRA requirements and will not be paid for a GPRA interview if an interview is submitted – once the individual gets an injection, he/she is required to participate in the GPRA Client Outcome and Supplemental Question interviews.

- b. Six (6) Months Post-Intake – this interview should occur approximately 180 calendar days from the date of the intake interview. The interview may be completed as soon as 150 days following the date of the intake interview or as late as 240 days following the date of the intake interview. This timeframe must be adhered to regardless of when the discharge interview is completed. Completion of the six (6) months post-intake interview outside of this timeframe will be deemed non-compliant by the **Association** and non-reimbursable.
  - c. Discharge – this interview should be completed at the time of discharge.
  - d. Three (3)-Month Follow-Up – this interview should occur approximately 90 calendar days from the date of discharge.
  - e. Six (6)-Month Follow-Up – this interview should occur approximately 180 calendar days from the date of discharge.
2. The **Provider** must enter GPRA Client Outcome Interview and Supplemental Questions for the SOR II grant data into the Web Infrastructure for Treatment Services (WITS) data system within ten (10) calendar days of the interviews.
  3. The **Provider** will request payment for completed interviews from the **Association** via the **FADAA Data Portal** at the rate specified in Attachment C, Payment Schedule.
  4. The **Association** will verify completion of the interviews at the required intervals in WITS on a monthly basis.
  5. Failure by the **Provider** to complete the GPRA/Supplemental interviews within the required timeframes will result in non-payment for affected patients' services.
  6. Invoices submitted by the **Provider** that are missing required acknowledgements of completion of GPRA/Supplemental interviews will be returned to the **Provider** for editing.
  7. The **Provider** is required to achieve an interview rate of 80% for the intake, 6-month post-intake, and discharge interviews.

Compliance with the SOR II Data Collection requirements will be considered in funding considerations for current and future fiscal years.



## Attachment D 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)
Extended-release Injectable Naltrexone Screening/Patient Medication Education	\$150.00
Extended-release Injectable Naltrexone Assessment (Physical Exam and Lab Work)	\$540.00
Extended-release Injectable Naltrexone Administration (Cost of Medication; Dose Administration and Management by Medical Personnel; and Lab Work, if needed)	\$1,507.23
GPRA Client Outcome Interview/Supplemental Questions for the SOR grant (for each set of completed interviews, at the five prescribed intervals)	\$60.00

Under all pharmacy arrangements involving discounts or third-party payments (insurance, Medicaid, Medicare, 340b, patient assistance program), the actual cost of the extended-release injectable naltrexone medication at the **Provider's** rate plus \$352.07 (administration, medication management, and processing) shall be reimbursed, not to exceed the Unit Rate Cost listed above.

- 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 this allocation amount.
- D. Adjustments may be made to allocations in response to changes in available funding and documented need. Any adjustments will be made in writing.
- E. The **Provider** performance dashboard in the **FADAA Data Portal** depicts spending rates versus spending targets. Providers must contact the **Association** 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.** The **Association** is not responsible for any expenditures in excess of the approved allocation or expenditures or services outside of the scope of the Agreement.
- G. Payment for services provided through the Agreement will be made from state and federal funds appropriated for this purpose pursuant to the Agreement between the **Association** and the DCF and shall concur with the compensation of fee schedule agreed to by the parties. No additional fees will be paid.
- H. By the 10th of each month, **Provider** must electronically submit to the **Association** accurate data documenting patient screening, education, medical assessment, laboratory tests, and injections provided during the previous month using the online **FADAA Data Portal** (<https://portal.fadaa.org>). Submission of inaccurate data may result in delayed payment.
- I. The **Provider** shall submit monthly invoices in sufficient detail for proper pre-audit and post-audit no later than 10

calendar days following the close of the calendar month. For example, services provided from July 1, 2022, through July 31, 2022, must be invoiced to the **Association** by August 10, 2022

- J. Invoices shall be submitted by month of service. Supplemental invoices are allowable as detailed in bullet K below for services not otherwise submitted as part of a regular monthly billing and must be submitted by month of service. The **Association** will not process any invoices containing services from more than one month.
- K. **Providers** may submit up to one (1) supplemental invoice for services not previously billed each quarter of the fiscal year no later than 21 calendar days following the close of each quarter.

<b>For all services provided within the period:</b>	<b>Final supplemental invoice MUST be submitted no later than:</b>
July 1, 2022 through September 30, 2022	October 21, 2022
October 1, 2022 through December 31, 2022	January 21, 2023
January 1, 2023 through March 31, 2023	April 21, 2023
April 1, 2023 through June 30, 2023	July 21, 2023

Any invoices or reimbursement requests submitted outside of this schedule will not be accepted by the **Association**.

- L. The final invoice for payment shall be submitted to the **Association** no more than 21 calendar 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**.
- M. The timeliness of invoices is a performance standard that may be considered in funding considerations.
- N. The **Provider** will ensure that funds provided through this project are the payer of last resort. The Provider must maintain documentation to support its compliance with this requirement.
- O. The **Association** 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 DCF or demands a spending reduction in state budgets, the **Association** 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. The **Association's** performance and obligation to pay under this Agreement are also contingent upon final spending approval from the DCF.
- P. All fiscal-year-end invoices, including supplemental invoices, must be submitted by the **Provider** and approved by the **Association** within 21 calendar days of the close of the fiscal year (June 30th). Any invoices not correctly submitted by or received by close of business on July 21, 2023 shall not be considered as meeting the terms of this agreement and therefore will not be approved for payment.

**Attachment E**  
**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 Provider 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 Provider 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 Provider shall provide immediate written notice to the Florida Alcohol and Drug Abuse Association to which this certification is submitted if at any time the Provider 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 Provider 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 Provider will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provider/Agency Name: **Broward County, Florida**

Address: **325 S.W. 28<sup>th</sup> Street**

City: **Fort Lauderdale**      State: **Florida**      Zip: **33315**

Authorized Agent Name: **Monica Cepero**

Authorized Agent Title: **County Administrator**

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

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

## Attachment F Business Associate Agreement

Regarding the access to, use of, and disclosure of Protected Health Information (PHI), the **Association** is the primary Business Associate. The **Provider** is a Subcontractor of the **Association** and is therefore subject to the requirements of the DCF Business Associate Agreement outlined in this section of the 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 the **Association**.
2. "Covered Entity" is defined in 45 C.F.R. 160.103 and for purposes of the Agreement shall refer to the Department of Children and Families.
3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules in 45 C.F.R. 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 DCF.
  - c. Acknowledge that the foregoing safeguards, policies and procedures requirements shall apply to the **Association** and the **Provider** in the same manner that such requirements apply to DCF, and (b) the **Association** 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 the **Association** and the DCF Security Officer, DCF Privacy Officer and the DCF 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 DCF data.

- f. Notify the **Association** and the DCF Privacy Officer and DCF 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 the **Association** or DCF for purposes of investigating and responding to a breach.
- h. Provide, at **Provider's** own cost, notice to affected parties no later than 45 calendar days following the determination of any potential breach of personal or confidential DCF data as provided in *s. 817.5681, F.S.*
- i. Implement, at **Provider's** own cost, measures deemed appropriate by DCF to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential DCF 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 DCF.
- 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 the **Association** appropriately safeguard the information.
- l. Make available PHI in the **Association** data portal in a designated record set to the **Association** to satisfy covered entity's obligations under 45 C.F.R. 164.524.
- m. Make any amendment(s) to PHI in the **Association** data portal in a designated record set as directed or agreed to by the **Association** and DCF 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 the **Association** 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).
- 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 DCF 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 the **Association** and DCF for the proper management and administration of the 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 the **Association** and DCF 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 DCF or, if permission is granted by DCF, 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 DCF, or other entity as specified by DCF, if permission is granted by DCF, 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.
  - f. The obligations of the **Provider** under this section shall survive the termination of the Agreement.

**Attachment G**  
**Provider Allocation Agreement**  
**Allocation/Target Spend Rates**  
**Broward County, Florida**

Pursuant to the Agreement, the **Provider** shall be required to acknowledge the designated allocation amount/target spend rates and timeframe outlined below for the MAT programs funded by DCF. 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 July 1, 2022, or the date of execution of this agreement, whichever is later, to June 30, 2023.

**FY 2022-2023 Allocation (through June 30, 2023):**

<b>DCF - funds can be spent on alcohol-only, opioid, or combination patients.</b>	<b>\$85,096.75</b>
<b>DCF/SAMHSA (SOR) - funds <u>cannot be spent on alcohol-only patients other than the screening and the medical assessment/labs. Opioid and combination patients should be served with these funds. Patients receiving one or more injections under this funding must have GPRA Client Outcome Interviews completed at the required intervals.</u> *</b>	<b>\$24,000.00</b>

\_\_\_\_\_  
**Provider** Authorized Agent Signature/Date

**Monica Cepero, County Administrator**

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

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

**Melanie Brown-Woofter, President/CEO**

\* Funding for DCF/SAMHSA is only indicated for the first quarter of FY 2022-23 due to SOR II ending on September 30, 2022. A revised Attachment G will be sent out upon SOR III grant approval and award to FADAA and will include DCF/SAMHSA funding for the remainder of the fiscal year (October through June).

### Attachment H Employment Eligibility Affidavit

I, \_\_\_\_\_, as an authorized representative  
of \_\_\_\_\_,

affirm that this organization:

- Will comply with the requirements of sections 448.09 and 448.095 of the Florida Statutes, and
- Does not employ, contract with, or subcontract with an unauthorized alien.

I further affirm that if the organization has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity and promptly notify the Florida Alcohol and Drug Abuse Association.

I hereby affirm and verify that the foregoing is true and correct to the best on my knowledge and belief.

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

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_, who (select one):

- is personally known to me, or
- who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature, Notary Public, State of Florida

\_\_\_\_\_  
Print or type, Notary Public, State of Florida



**Attachment I**  
**E-Verify Registration Waiver Affidavit**  
**(Sole Proprietors Only)**

I, \_\_\_\_\_, am the owner (or authorized representative) of the following business or business entity, \_\_\_\_\_. I hereby acknowledge that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

I hereby certify that the following statement is true regarding why my business or business entity is not eligible to register with the Department of Homeland Security E-Verify System (check one):

- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number for payments under this contract.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee and I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has no

physical locations or employees within the United States and will be using the IRS TIN for payments under this contract.

By signing this affidavit, I acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

SWORN AND SUBSCRIBED BEFORE ME

this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, who (select one)

is personally known to me, or

has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
[SIGNATURE OF INDIVIDUAL ADMINISTERING OATH]

\_\_\_\_\_  
[PRINT OR TYPE NAME OF NOTARY PUBLIC OR  
INDIVIDUAL ADMINISTERING OATH PURSUANT TO  
§117.10, FLA. STAT.]

## Attachment J Civil Rights Compliance Checklist



### DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name		County	Region/Circuit
Corporate Mailing Address			
City, State, Zip Code			Main Telephone Number
DCF Contract(s) Number(s)	Total Contract(s) amount \$	Total amount of federal funding \$	Total amount of state funding \$
LD101			
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.			
LD101 - 3-year term from July 1, 2021 to June 30, 2024			
Completed By (name and title)		Telephone Number	Date Completed

**PART I.**

1. Describe the geographic area served and the type of service(s) provided: \_\_\_\_\_

2. Population of Area Served. List source of data: \_\_\_\_\_

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
_____	_____	_____	_____	_____	_____	_____

3. Staff Currently Employed. Effective date: \_\_\_\_\_

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
_____	_____	_____	_____	_____	_____	_____	_____

4. Number of Clients Participating or Served. Effective date: \_\_\_\_\_

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
_____	_____	_____	_____	_____	_____	_____	_____

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
_____	_____	_____	_____	_____	_____	_____	_____

**PART II.** (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If NO or NA, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? IF YES, how (verbal, written, poster)? If NO or NA, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? [Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.] If NO, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
---	---

**PART III.** (Use a separate sheet of paper for any explanations requiring more space.)

<p>13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. _____</p>	
<p>14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities. _____</p>	
<p>23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>24. If you conduct religious activities as part of your program or services, do you:  a. Provide services to everyone regardless of religion or religious belief?  b. Keep religious activity such as prayer and religious instruction separate from federally funded activities?  c. Are religious activities voluntary?  If NO or NA to any of the questions above, please explain. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain. [REDACTED]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEO)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEO certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEO and/or certification. [REDACTED]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

**PART IV.**

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager [REDACTED]		Date Reviewed by Contract Manager [REDACTED]	
Contract Manager Name/Signature [REDACTED]		Telephone Number [REDACTED]	
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO) [REDACTED]	Date Received by CRO [REDACTED]	Date Reviewed by CRO [REDACTED]	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments: [REDACTED]			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice [REDACTED]	Response Due Date [REDACTED]	Response Received Date [REDACTED]	
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO		Civil Rights Officer Name/Signature [REDACTED]	

## Attachment K Document Submission Checklist

The following table outlines the documents that must be completed, signed and returned to the **Association** or retained by the **Provider** for examination during on-site administrative or clinical record reviews.

Document/Form	Form of Submission	Due Date	Date Submitted or Completed
MOA Signature (page 17)	DocuSign	July 2022	
MOA Attachment E - Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 27)	DocuSign	July 2022	
MOA Attachment G – Provider Allocation Agreement (page 31)	DocuSign	July 2022	
Attachment H – Employment Eligibility Affidavit (page 32)	Hardcopy – must be notarized and transmitted via email	July 2022	
MOA Attachment I – E-Verify Registration Waiver Affidavit (Sole Proprietors Only) – page 33	Hardcopy – must be notarized and transmitted via email	July 2022	
MOA Attachment J – Civil Rights Compliance Checklist (page 35)	Hardcopy transmitted via email	July 2022	
CF 0114 Security Awareness Form	Hardcopy retained by Provider in employee files.	July 2022	
Training Certificate – HIPAA Information and Action	Hardcopy printout of certificate following completion of online training through DCF and maintained in Provider files.	Annually no greater than 12 months apart	
Training Certificate – Security Awareness	Hardcopy printout of certificate following completion of online training through DCF and maintained in Provider files.	Annually no greater than 12 months apart	
Provider Annual Financial Audit	PDF or similar format or hardcopy sent via email or U.S. Postal Service per MOA.	Annually no greater than 12 months apart	