



Interoffice Memorandum

AGENDA ITEM

June 28, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: George A. Ralls, M.D., Deputy County Administrator
Public Health and Safety Director

FROM: Carol Burkett, Director
Drug Free Office

SUBJECT: Signature Authority – Memorandum of Agreement
First Responders, Comprehensive Addiction and Recovery Act Grant
July 10, 2018 – Consent Agenda Item

J. Goodrich

On February 20, 2018, the Board of County Commissioners ("Board") approved the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and Center for Substance Abuse Prevention, First Responders, Comprehensive Addiction and Recovery Act grant award in the amount of \$500,000 per year for four years. A portion of the funding will be used to purchase and provide Naloxone to local law enforcement agencies, as well as to provide training as to how to administer that Naloxone to suspected overdose victims.

Because there are a number of law enforcement agencies involved, each with different processes to execute these memorandums of understanding, it is requested that the Board delegates signature authority to the Mayor or designee to execute memorandums of understandings with each participating law enforcement agency, in substantially the same form as the proposed memorandum of understanding that is attached for your review, and to approve any and all necessary future amendments or renewals to these memorandums of understanding. This would greatly expedite the process of getting the Naloxone to the participating agencies so that they can begin using it to save lives in our community.

ACTION REQUESTED: Delegation of signature authority to the Mayor or designee to execute memorandums of understanding with the local law enforcement agencies receiving Naloxone under the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration and Center for Substance Abuse Prevention Comprehensive Addiction and Recovery Act Grant. It is further requested that the Mayor or designee be authorized to approve any necessary amendments and renewals of theses memorandums of understanding. **(Drug Free Office).**

Attachments.

cc: Patria Morales, OMB

PROPOSED

MEMORANDUM OF UNDERSTANDING

between

ORANGE COUNTY, FLORIDA

and

Agency Name

regarding

THE COUNTY'S PROVISION OF INTRANASAL NALOXONE AND TRAINING KITS AND MATERIALS FOR THE ADMINISTRATION OF NALOXONE TO SUSPECTED OPIOID/HEROIN OVERDOSE VICTIMS

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **AGENCY NAME**, a municipal corporation created and existing under the laws of the State of Florida located at Agency Address (the "Agency"). The County and the Agency may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, on April 13, 2016, the County's Office of the Medical Director issued its first Standing Order for Dispensing Naloxone Rescue Kits to Individuals at Risk of Experiencing Opioid-Related Overdose to local law enforcement agencies ("Standing Order"); and

WHEREAS, the County is a recipient of federal funding under the Health and Human Service's ("HHS") Substance Abuse and Mental Health Administration, First Responders – Comprehensive Addiction and Recovery Act Naloxone Program, with a Federal Award Identification Number of SP080299 (the "Federal Award"); and

WHEREAS, the Board of County Commissioners has appointed the Director of the Orange County Drug Free Office of its Health Services Department to be the "Program Administrator" for the administration of the Federal Award;

WHEREAS, the Agency provides law enforcement and emergency response services to certain areas of Orange County, Florida; and

WHEREAS, the County and the Agency share the common goal of reducing the number of opioid/heroin overdose deaths in both incorporated and unincorporated Orange County, Florida; and

WHEREAS, this Agreement establishes the terms by which the County will, at no cost to the Agency, distribute to the Agency its portion of the intranasal naloxone that the County procured with the Federal Award.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, and good and valuable consideration that by execution of this Agreement the parties affirm receipt thereof, the agreement between the County and the Agency is as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A:** The County's Office of the Medical Director's Standing Order;
3. **Exhibit B:** Sample Intranasal Naloxone Policy;
4. **Exhibit C (Composite):** Mandatory Training Materials;
5. **Exhibit D (Composite):** Required Training Forms; and
6. **Exhibit E:** Intranasal Naloxone Utilization Form.

Section 3. The Agency's Obligations. The Agency shall:

- A. Execute the Standing Order, as found attached to this Agreement as **Exhibit "A,"** if the Agency does not already have a current and active Standing Order in place.
- B. Maintain compliance with that Standing Order for the duration of the Agency's use of any intranasal naloxone provided under this Agreement.
- C. Adopt an intranasal naloxone policy for certified law enforcement/first responder personnel and provide a copy of that policy, once adopted, to the Program Administrator. A sample of such a policy is attached to this Agreement as **Exhibit "B."**
- D. Train personnel on opioid/heroin overdoses and the proper use of intranasal naloxone by using, at minimum, the training materials attached to this Agreement in **Exhibit "C,"** as well as by use of the video that will be provided by the County after the execution of this Agreement.
- E. Complete and submit to the Program Administrator, on a monthly basis, the forms attached to this Agreement as **Exhibit "D."** These forms shall be submitted no later than the 15th of the month following the month during which the training(s) were completed. The completed copies of these forms shall be sent by email, fax, or U.S. Mail to:

Orange County Drug Free Office
Attn: Carol Burkett
109 E. Church Street, Ste. 405,
Orlando, Florida 32801
E: carol.burkett@ocfl.net

F: 407-836-5391

- F. Use the intranasal naloxone kits for suspected opioid/heroin overdose victims.
- G. Submit to the County's Emergency Medical Services (EMS) Office of the Medical Director documentation on the Agency's utilization of each intranasal naloxone kit using the form attached to this Agreement as **Exhibit "E."** These forms shall be submitted no later than the 15th of the month following the month during which the intranasal naloxone kit was used. The completed copies of these forms shall be sent to:
- Orange County EMS Office of the Medical Director
Attn: Tom Daniels
Encrypted Fax: 407-836-8242
- H. Not charge patients for naloxone administration when using the free intranasal naloxone kits.
- I. Ensure that information on each emergency call is entered into the ESO Solutions Electronic Health Record or Image Trend Elite by EMS personnel.

Section 4. The County's Obligations. The County shall:

- A. Provide a total of _____ intranasal naloxone kits for use by the Agency's certified law enforcement/first responders.
- B. Provide the required training video to the Agency after the execution of this Agreement.
- C. Monitor the Agency's use of the intranasal naloxone kits that are provided to the Agency pursuant to this Agreement.

Section 5. Term, Renewal, and Termination.

- A. **Term.** This Agreement shall expire on September 31, 2018. However, the obligations, duties, and rights under Sections 3 and 4 shall remain in full force and effect until the Agency submits all final and completed documentation required in this Agreement.
- B. **Renewal.** This Agreement may be renewed for up to four (4) one-year terms upon written mutual agreement by both parties. Renewal of this Agreement shall be subject to appropriation and availability of funds.
- C. **Termination for Convenience.** Either party may terminate this Agreement at will or for its convenience after providing the other party with thirty (30) days' written notice of its intent to terminate.
- D. **Termination for Cause.** The County may terminate this Agreement, or any part of this

Agreement, for cause, with such termination being effective upon the Agency's receipt of the notice of termination, by providing written notice to the Agency of such termination if:

1. The Agency fails to provide timely reports of its training and use of the intranasal naloxone to the County;
2. The Agency fails to comply with the Standing Order;
3. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the County; or
4. In the event funds to finance all or part of this Agreement do not become available.

E. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a breach of this Agreement. If the Agency fails to cure the breach to the County's satisfaction within the time provided in the Notice to Cure, the County may terminate this Agreement for cause.

F. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:

1. Remit to the County, within fourteen (14) calendar days, any intranasal naloxone kits that are unused as of the date of termination.
2. Finalize and submit all necessary up-to-date reports and documents required under the terms of this Agreement up to the date of termination.

Section 6. Indemnity and Liability.

A. **Indemnity.** Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

B. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, any breach of this Agreement, regardless of any notice of the possibility of such damages.

Section 7. Records.

*Memorandum of Understanding
Orange County, Florida and Agency Name
First Responder-CARA Grant, FAIN: SP080299*

A. **Maintenance, Inspection, and Retention.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement ("Records"), in compliance with generally accepted accounting and record maintenance procedures. Records related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. Records related to the performance of this Agreement shall be retained by the Agency for a period of five (5) years after termination of this Agreement. In the event of litigation, claim, or audit findings, the retention period for Records shall be five (5) years from the time of resolution of the litigation, claim, or audit findings.

B. **Public Records.** Both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes. As such, each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement.

Section 8. **Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802

AND

Orange County Drug Free Office
Attention: Director
109 Church Street, Ste. 405
Orlando, Florida 32801

To the Agency: Agency Notice Contact Information

Section 9. **General Provisions.**

A. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either party's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

B. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

C. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

D. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

E. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

F. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

G. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

H. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

I. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

J. **Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations,

Memorandum of Understanding
Orange County, Florida and Agency Name
First Responder-CARA Grant, FAIN: SP080299

correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

AGENCY SIGNATURE BLOCK