

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

HARTSVILLE POLICE DEPARTMENT

I. PURPOSE:

The South Carolina Department of Health and Environmental Control (hereafter DHEC) and the Hartsville Police Department (hereafter Contracting Party) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of setting forth the terms and conditions under which a DHEC pharmacist will dispense Narcan (naloxone) Nasal Spray. Narcan will be dispensed pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30, from a DHEC pharmacy to individuals such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the DHEC Bureau of Emergency Medical Services (EMS) Law Enforcement Officer Narcan (LEON) program on the identification, treatment, and reporting of drug overdoses attributed to opioids.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Providing Narcan to individuals, such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the LEON program as provided by the DHEC Bureau of EMS. For purposes of this agreement:
 - a. Narcan Nasal Spray is the specific brand name product that DHEC pharmacies will dispense to LEON program participants. Naloxone is the generic name for Narcan.
 - b. First responders are defined as individuals who are usually the first persons to arrive at or encounter an emergency scene, incident, or dire situation.
 - c. The role of the DHEC Bureau of EMS is multi-faceted, but includes the administration and management of the LEON program and associated training functions.
 - d. The role of DHEC Pharmacy Services is to dispense Narcan to individuals employed by the Contracting Party who have received LEON training.
 - e. The LEON program provides a comprehensive training class to law enforcement agencies across South Carolina, with this training focused upon the identification, treatment, and reporting of drug overdoses attributed to opioids.
 - f. Training involves instructional opportunities provided through the LEON program, such as training provided directly by the DHEC Bureau of EMS staff or indirectly through the train-the-trainer learning model.
2. Dispensing of Narcan by DHEC pharmacists, through DHEC Public Health region pharmacies, to individuals who are employed by the Contracting Party and who have received training through the LEON program.
 - a. Dispensing involves the preparation, packaging, record keeping, and transfer of a prescription drug to an individual employed by the Contracting Party.

- b. Labeling of Narcan for an individual is also part of the dispensing process. DHEC pharmacists will affix a prescription label to the Narcan Nasal Spray. The prescription label will include the following information specific to the individual employed by the Contracting Party:
 - i. Name of Contracting Party.
 - ii. Name of individual to whom the Narcan is being dispensed.
 - iii. South Carolina Criminal Justice Academy (SCCJA) number of individual to whom the Narcan is being dispensed.
 3. Maintaining a standing order which serves as the authorization for DHEC pharmacists to dispense naloxone pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30.
 4. Placing orders for Narcan from DHEC's pharmaceutical wholesaler or the manufacturer of Narcan so that Narcan will be shipped to a DHEC pharmacy and then dispensed for the Contracting Party.
 5. Reimbursing the pharmaceutical wholesaler or the manufacturer from which DHEC procured the Narcan.
 6. Storing Narcan in a DHEC pharmacy, assuring storage in clean surroundings and under appropriate conditions of temperature, humidity, and light as recommended by the pharmaceutical manufacturer of the product.
 7. Maintaining a DHEC pharmacy's Narcan inventory in a manner that is separate from and readily distinguishable from the pharmacy's other drug inventories such as those drugs designated for dispensing to DHEC health departments for DHEC patients.
 8. Providing notification from a DHEC pharmacy to the DHEC Bureau of EMS that Narcan has been dispensed for a Contracting Party by a DHEC pharmacist and is available for pick up at a mutually agreeable pick up/delivery time.
 9. Maintaining electronic systems such as the Naloxone Field Administration Data Form (NFADF) Pharmacy Portal and the DHEC pharmacy operations computer system to monitor and track DHEC's inventory, storage, and dispensations of Narcan.
 10. Accessing the NFADF Pharmacy Portal to verify LEON training for individuals to whom Narcan is being dispensed.
 11. Documenting Narcan dispensation information electronically in the NFADF Pharmacy Portal.
 12. DHEC acknowledges that Narcan dispensed for the Contracting Party becomes the property of the Contracting Party and shall not be accepted by a DHEC pharmacy for return or any type of re-dispensing.
 13. DHEC will not seek reimbursement from private pay, commercial, or governmental agencies for the drug product cost of Narcan dispensed by DHEC to the Contracting Party.
- B. Responsibilities of Contracting Party. Under the terms of this MOA, Contracting Party shall be responsible for:
1. Contacting the DHEC Bureau of EMS, via email or telephone, for LEON program-related questions. Requests for training in order to receive DHEC pharmacy-dispensed Narcan or general LEON-related questions should be addressed to one of the following individuals.

DHEC Bureau of EMS	
LEON Program - General Inquiries Names and Contact Information	
DHEC Bureau of EMS	Arnold Alier, EdD, NRP DHEC EMS Division Director Phone: 803-545-4958 Email: aliera@dhec.sc.gov
DHEC Bureau of EMS	Richard Naugler, NRP DHEC EMS LEON Training Coordinator Inspector III-Midlands Region Phone: 803-545-0277 Email: nauglerc@dhec.sc.gov
DHEC Bureau of EMS	Kenny Polson DHEC EMS Narcan Coordinator Phone: 803-429-9636 Email: polsonKB@dhec.sc.gov

2. Contacting DHEC Pharmacy Services, via email or telephone, for questions specific to the Pharmacy Services component of the LEON program. Questions concerning the dispensing of Narcan should be addressed to one of the following individuals.

DHEC Pharmacy Services	
LEON Program – Pharmacy Services Names and Contact Information	
DHEC Public Health Office of Pharmacy	Caroline Sojourner, RPh DHEC Pharmacy Services Director DHEC Public Health Office of Pharmacy 2100 Bull Street Columbia, SC 29201 Phone: 803-898-0813 Email: sojourney@dhec.sc.gov
DHEC Midlands Public Health Region	Kate Henzler, PharmD DHEC Midlands Region Pharmacist, Midlands Region Pharmacist-In-Charge DHEC Midlands Region Pharmacy (SC Board of Pharmacy Permit# 14613) 2000 Hampton Street Columbia, SC 29204 Phone: 803-576-2986 Email: henzlekb@dhec.sc.gov
DHEC Lowcountry Public Health Region	Julie Stanton, PharmD DHEC Lowcountry Region Pharmacist, Lowcountry Region Pharmacist-In-Charge DHEC Lowcountry Bridge View Pharmacy (SC Board of Pharmacy Permit #16094) 4050 Bridge View Drive, Suite 600 North Charleston, SC 29405 Phone: 843-953-0030 Email: stantojm@dhec.sc.gov
DHEC Pee Dee Public Health Region	Olivia Eitzman, RPh DHEC Pee Dee Region Pharmacist and Pee Dee Region Pharmacist-In-Charge DHEC Pee Dee Region Pharmacy (SC Board of Pharmacy Permit #14615) 1931 Industrial Park Road Conway, SC 29526 Phone: 843-915-8820 Email: eitzmaoo@dhec.sc.gov
DHEC Upstate Public Health Region	Richard Eubanks, RPh DHEC Upstate Region Pharmacist and Upstate Region Pharmacist-In-Charge DHEC Upstate Region Pharmacy, SC Board of Pharmacy Permit #14614 200 University Ridge Greenville, SC 29601 Phone: 864-372-3057 Email: eubankre@dhec.sc.gov

3. Submitting to the DHEC Bureau of EMS a roster of those individuals employed by the Contracting Party to whom Narcan may be dispensed. The Narcan Roster form is available through the DHEC Bureau of EMS. The information needed for the Narcan Roster includes:
 - a. Name of organization requesting participation in the LEON program.
 - b. Last name and first name of individual to whom Narcan will be dispensed.
 - c. SCCJA number of individual to whom Narcan will be dispensed.
4. Consulting with DHEC to arrange mutually agreeable pick up/delivery times for obtaining DHEC-dispensed Narcan from DHEC.
 - a. The normal business hours for South Carolina state government offices (including DHEC pharmacies) are Monday through Friday, 8:30 am until 5:00 pm.
 - b. South Carolina state government holidays are listed on the internet at: <http://www.admin.sc.gov/humanresources/employee-information/benefits-and-leave/holiday-leave>.
5. Notifying individuals to whom Narcan has been dispensed to maintain the product in a manner consistent with the training and recommendations communicated through the LEON program.
6. Acknowledge that the Contracting Party is responsible for the appropriate disposal of Narcan that has been in the possession of the Contracting Party and has surpassed its expiration date.
7. Providing DHEC with complete and accurate contact information to facilitate communications between the DHEC region pharmacy and the Contracting Party.
 - a. Contact information should be provided in the table that follows.
 - b. Contact information should be updated as necessary by the Contracting Party and communicated to the DHEC Bureau of EMS.

Organization's Contact Information	
<i>DHEC Will Use This Information to Contact the Contracting Party For Questions Regarding Narcan Dispensations</i>	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Organization:	Organization:

III. TERMS AND CONDITIONS:

A. EFFECTIVE DATES.

This MOA shall be effective when all parties have signed and will terminate on June 30, 2020.

B. TERMINATION.

1. Either party may terminate this MOA by providing thirty (30) calendar days written notice of termination to the other party.
2. DHEC funds for this MOA are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this MOA, it shall terminate without any further obligation by DHEC upon written notice to Contracting Party. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this MOA.
3. DHEC may terminate this MOA for cause, default, or negligence on the Contracting Party part at any time without thirty calendar days advance written notice. DHEC may, at its option, allow Contracting Party a reasonable time to cure the default before termination.

C. AMENDMENTS.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. CONFIDENTIALITY

1. Contracting Party will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contracting Party or Contracting Party's employee or agent to be claimed as confidential or entitled to confidential treatment.
2. Contracting Party will not:
 - a. access, view, use, or disclose confidential information without written authorization from DHEC;
 - b. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - c. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
3. Contracting Party will direct any request it receives for confidential information obtained through performance of services under this MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Contracting Party discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, Contracting Party must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.

4. Contracting Party must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contracting Party must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this MOA and applicable law. If Contracting Party is a Business Associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contracting Party will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Contracting Party and Contracting Party's employees, agents and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement protecting information contained in a particular DHEC program area.
5. Contracting Party must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this MOA. Contracting Party will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
6. Contracting Party's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOA.

E. RECORDKEEPING, AUDITS, & INSPECTIONS.

Contracting Party shall create and maintain adequate records to document all matters covered by this MOA. Contracting Party shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the MOA and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Contracting Party shall allow DHEC to inspect facilities and locations where activities under this MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOA with no further obligation on the part of DHEC.

Contracting Party must dispose of records containing DHEC Confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contracting Party or Contracting Party's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. LIABILITY, NO AGENCY RELATIONSHIP.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this MOA.

G. NON-DISCRIMINATION.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. DRUG FREE WORKPLACE.

By signing this MOA, the Contracting Party certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws Section 44-107-10 et. seq., as amended.

I. CHOICE OF LAW.

The MOA, any dispute, claim, or controversy relating to the MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

J. DISPUTES.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Contracting Party consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Contracting Party agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to jurisdiction of any court of agency of any other state.

K. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Contracting Party shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from the DHEC Contracts Manager or Bureau of Business Management.

Any employee, agent, or Contracting Party of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Contracting Party or Contracting Party’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contracting party is required to inform Contracting party’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Contracting party must also inform Contracting Party’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

L. INSURANCE.

Contracting party will maintain sufficient insurance to protect Contracting Party from the types of claims

that may arise out of or result from the Contractor's activities under this MOA, including general liability insurance, and may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual insurance coverage for the other party's employees, with each party being responsible for coverage of its employees.

- M. **LICENSES.**
During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The contracting party will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or contracting party's employees or agents providing or performing services under this MOA.
- N. **FINANCIAL RESPONSIBILITY.**
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.
- O. **COMPLIANCE WITH LAWS.**
Contracting Party shall comply with all applicable laws and regulations in the performance of this MOA.
- P. **SEVERABILITY.**
The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- Q. **ATTACHMENTS/ADDENDA:** Any attachments, addenda or other materials attached to the MOA are specifically incorporated into and made part of this MOA.
- R. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

AS TO DHEC

BY: Linda J. Bell, M.D.
Linda J. Bell, M.D.
Director, Bureau of Communicable
Disease Prevention and Control
DHEC Public Health

DATE: 8/8/2018

AS TO THE CONTRACTING PARTY
City of Hartsville

BY: _____
(NAME) Natalie M. Zeigler

ITS: _____
(TITLE) City manager

DATE: _____

MAILING ADDRESS: P.O. Drawer 2497
Hartsville, SC 29551-2497

TAX/EMPLOYER ID # 57-6001045

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision – specify State if not SC:

Other Governmental body
(specify) _____

Individual/sole proprietor

Other (specify) _____

If a corporation or LLC:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

Francine Miller
DHEC Contracts Manager

DATE: _____