



Andrew K. Block, Jr.
Director

COMMONWEALTH OF VIRGINIA
Department of Juvenile Justice

P.O. Box 1110
Richmond, VA 23218
(804) 371.0700
Fax: (804) 371.6497

MEMORANDUM OF AGREEMENT

Memorandum of Agreement Number: **DJJ-19-012**

- I. PARTIES TO THE MEMORANDUM OF AGREEMENT:** This Memorandum of Agreement, hereinafter referred to as "MOA" is entered into this 1st day of July 2019, by Virginia Commonwealth University Health System Authority, hereinafter called "VCUHS" or the "Provider" and the Virginia Department of Juvenile Justice, hereinafter called the "Purchasing Agency" or the "DJJ."
- II. PERIOD OF MOA:** From July 1, 2019 through June 30, 2020 and renewable in accordance with Section VI, paragraph I.
- III. PURPOSE:** Provide mail order pharmacy services to qualifying referred residents through the utilization of medications purchased under the Federal Public Health Service 340B Drug Program. The dispensing and clinical pharmacy services shall support the medical services provided by VCUHS under separate agreements between VCUHS and the DJJ for inpatient/outpatient and telemedicine services. The services shall be related to human immunodeficiency virus (HIV), hepatitis C virus (HCV), and additional services related to other medical conditions as mutually agreed upon by both parties in writing.
- IV. SCOPE OF SERVICES:**
- A. VCUHS shall provide:**
1. A pharmacist to respond to pharmacy-related needs of the DJJ relating directly to drugs dispensed by VCUHS to DJJ, via telephone and fax Monday through Friday 7:30 a.m. - 4p.m.
 2. Intentionally deleted.
 3. Medications as prescribed by VCUHS physicians, nurse practitioners and physician assistants. For qualifying patients, medications shall be provided at Federal Public Health Service 340B drug program prices. VCUHS or its pharmaceutical distributor shall communicate the current 340B prices via

email to the DJJ's Pharmacy Director by the 15th day of every quarter.

4. Prescriptions received in the VCUHS Pharmacy by 2:00 p.m. Monday through Friday (excluding State holidays) shall be packaged for delivery, mailed that day, and delivered to the DJJ facility by 4:30 p.m. two business days later. For example, a prescription received on Monday before 2:00 p.m. will be delivered to the facility no later than 4:30 p.m. on Wednesday.
5. A 30-day supply of covered medications for each referred resident at the time of his/her release.
6. Allergy, interaction, dosage checks and other professional pharmacy services associated with medication dispensing for all prescriptions filled at a VCUHS outpatient pharmacy. The parties acknowledge and agree that VCUHS Pharmacy Services is not responsible for screening and evaluating allergy, interaction, dosage and drug/drug interaction with medications filled by other pharmacy providers.
7. A report in Excel format for all facilities shall be sent via email to the DJJ's Health Services Director. All reports shall be provided by the 5th business day of every month for services provided during the previous month. Reports shall include:
 - a. Prescription number
 - b. Date
 - c. Patient name
 - d. Patient medical record number/inmate number
 - e. Drug name, strength, dosage form, NDC number
 - f. Quantity
 - g. Prescriber name and DEA or Provider identification number
 - h. Amount charged
8. Appropriate disposal of unused or discontinued drugs returned to VCUHS by DJJ in accordance with Commonwealth of Virginia Regulations of the Virginia Board of Pharmacy, 18 VAC 110-20-590. VCUHS shall provide forms and prepaid return labels. VCUHS will only accept unused or discontinued drugs that were filled by VCUHS Pharmacy. VCUHS will not dispose of or apply credit to drugs filled from other pharmacies outside VCUHS
9. A toll-free telephone line, available Monday through Friday, 7:30 a.m. - 4:00 p.m. and a toll-free fax line available at all times at each VCUHS outpatient pharmacy assigned to service this agreement.
10. Drug information, both written and verbal, to support the appropriate use of medications dispensed at VCUHS outpatient pharmacies.

- B.** The DJJ will:
1. Identify residents who may qualify for the Federal Public Health Service 340B drug program. VCUHS will review and confirm whether the identified resident is eligible for 340B purchased drugs.
 2. Ensure that the Chief Physician or Designee communicates with the DJJ contract pharmacy the exact medication, dose, and frequency of any medication received from VCUHS to determine any current or potential future drug interactions. This may be communicated through email or profiled order.

V. PRICING AND PAYMENT TERMS:

VCUHS shall invoice the DJJ monthly for services provided. VCUHS shall submit an invoice that indicates the DJJ facility, prescription number, offender number, drug name, NDC number, quantity, date, prescriber, DEA number or VCUHS identification number and amount due no later than the 5th day of the month following the end of the service month. Payments will be made at the following rates in accordance with the Prompt Payment Act.

- A. Drugs at the posted 340B price as specified in paragraph IV.A.3.
- B. Intentionally deleted.
- C. Fees covering dispensing, mailing, supplies, professional services and reports at the following rates:
 - \$26.00 per prescription (non-refrigerated shipping)
 - \$30.00 per prescription (refrigerated shipping)
- D. VCUHS shall issue credit at the applicable 340B price for each returned prescription determined to be suitable for reissue. All credits will be verified within 60 days of request and indicated as a deduction/credit on the first invoice following that 60-day period. No credit will be issued nor processing fee assessed for medications returned for disposal only.
- E. When a medication shipment is lost or stolen, VCUHS and UPS will make every effort to locate the lost package, however the DJJ will be responsible for the cost of both the missing and the replacement medications.

VI. TERMS AND CONDITIONS:

- A. **AUDIT:** The Provider shall retain all books, records, and other documents relative to this MOA for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DJJ, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- B. APPLICABLE LAWS AND COURTS:** This MOA shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The parties shall comply with all applicable federal, state and local laws, rules and regulations.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the DJJ shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this MOA.
- D. CANCELLATION OF MOA:** The Purchasing Agency and the Provider reserves the right to cancel and terminate any resulting MOA, in part or in whole, without penalty, upon (thirty) 30 days' advance written notice to the Provider. Any MOA cancellation notice shall not relieve the parties of commitments made through the cancellation date.
- E. CHANGES TO THE MOA:** The parties may agree in writing to modify the scope of the MOA. Any changes to this MOA including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.
- F. CONFIDENTIALITY:** The Provider and the Purchasing Agency will jointly ensure that referred offender information is handled in accordance with procedures established by the Federal Confidentiality Regulations, 42 C.F.R., Part 2. In addition, both parties agree to adhere to all other Federal and State laws and regulations regarding confidentiality of referred juvenile offender information. The parties will have offenders sign the appropriate release of information documents.
- G. CONFIDENTIALITY of PERSONALLY IDENTIFIABLE INFORMATION:** The Provider assures that all identifying information and data obtained related to referred residents will be collected and held confidential, during and following the term of this MOA, and will not be divulged without the referred offender's and the Purchasing Agency's written consent and only in accordance with federal law or the Code of Virginia. Providers who utilize, access, or store personally identifiable information as part of the performance of an Agreement are required to safeguard this information and immediately notify the Purchasing Agency of any breach or suspected breach in the security of such information. Providers shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Providers and their employees working on this project may be required to sign a confidentiality statement.
- H. CONTRACT ADMINISTRATION:** Upon execution, the Purchasing Agency will designate an individual(s) as an authorized representative, the Purchasing Agency Contract Administrator, to administer all services performed in conjunction with this MOA. As the Purchasing Agency Contract Administrator is, in the first instance, the interpreter of the conditions of the MOA and the judge of its performance, the Contract Administrator will use all powers under the MOA to

enforce its faithful performance. The Purchasing Agency Contract Administrator or designated official will determine the amount, quality, acceptability, and fitness of all aspects of the services and will decide all other questions in connection with the services. The Contract Administrator, inspector, or designated official, will have no authority to approve changes in the services which alter the MOA terms or price. Any MOA modifications made must first be authorized by the DJJ Procurement office and issued as a written modification to the MOA.

The DJJ has identified its Contract Administrator for this MOA. The individual named below shall be the Contract Administrator and point of contact at the DJJ for the day-to-day operations under this MOA. VCUHS shall direct all communications to:

Mark Murphy
Health Services Director
Virginia Department of Juvenile Justice
PO Box 1110
Richmond, Virginia 23219
Mark.murphy@djj.virginia.gov

Correspondence regarding renewals and modifications shall be addressed to:

Lisa Stovall
Procurement Manager
VCU Health System Authority
P. O. Box 980024
Richmond, VA 23298
(804) 828-4322
lisa.stovall@vcuhealth.org

I. RENEWAL OF MOA: This MOA may be renewed by written agreement of both parties. The maximum term of the MOA with all renewals shall not exceed five years. Any changes to this MOA including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.

1. If the Commonwealth elects to exercise the option to renew the MOA for an additional one-year period, the fees covering dispensing, mailing, supplies, professional services for the additional one year shall not exceed the corresponding MOA fees of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the MOA, the MOA price(s) for the subsequent renewal period shall not exceed the MOA price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

J. HIRING PRACTICES:

In the event a Provider proposes to employ former residents, the DJJ may determine that it is not in the best interest to allow former residents to provide service. Some of the factors that the DJJ may consider are: where the former resident served time, the nature of the crime and the length of time since sentence obligation was completed.

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written MOA with the Commonwealth of Virginia, the Provider certifies that the Provider does not, and shall not during the performance of the MOA for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. FRATERNIZATION PROHIBITION:

The Contractor's staff assigned to provide services to the DJJ shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.

M. PRISON RAPE ELIMINATION ACT (PREA):

Contractors and Contractors' staff, who are providing services to the DJJ, and who have any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA) <http://www.djj.virginia.gov/pdf/admin/VOL%20IV-4.1-1.03%20Prison%20Rape%20Elimination%206-20-2018.pdf> Contractors and Contractors' staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency's sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors' staff agree to abide by the Agency's zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

This MOA does not involve any resident contact with VCUHS pharmacy staff. Therefore, to that extent, this paragraph is not applicable.

N. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing

activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration.

Effective December 1, 2014, all vendors are required to register in eVA in order to be paid by the Commonwealth of Virginia. Governmental entities that register in eVA will not be charged eVA fees for orders from the Virginia Department of Corrections (DJJ) since the DJJ will key such orders into eVA using eVA PO Category XO2. The Virginia Department of General Services does not charge either party an eVA fee if an order is created using eVA PO Category XO2.

O. EQUAL OPPORTUNITY:

The Provider affirms that it is committed to equal employment opportunity and does not and will not discriminate against individuals based on race, ethnicity, gender, gender identity, sexual orientation, disability or veteran status. The Provider agrees the following clauses from the Code of Federal Regulations shall apply to this MOA to the extent applicable and are incorporated herein by reference: the Equal Employment Opportunity Clause of Section 202 of Executive Order 11246 (41 CFR 60-1.4(a)), the Equal Employment Opportunity Clause for Workers with Disabilities (41 CFR 741.S(a)), the Equal Opportunity Clause for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans and Armed Forces Service Medal Veterans (41 CFR 60-300.S(a)), and the Notice Clause of Executive Order 13496 regarding Employee Rights under the National Labor Relations Act (NLRA) (29 CFR Part 471, Appendix A to Subpart A).

For additional obligations that may apply to purchases of \$50,000 or more, including annual EEO-I Report, VETS-4212 Report and affirmative action plan (AAP) requirements, please see 41 CFR 60-1.2, 60-1.7, 60-1.12, 60-2.1, 41 CFR Part 61-300 and 29 CFR §1602.7. Also, under 29 CFR §10.11(a) and § 10.21, you may be covered by the minimum wage obligations of Executive Order 13658. If/as applicable, the Provider makes the following additional affirmation:

This Provider and its subcontractor shall abide by the requirements of 41 CFR 60- 300.S(a) and 41 CFR 60-741.S(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

P. PAY TRANSPARENCY:

The Provider will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the

disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Provider's legal duty to furnish information.

PROVIDER:	PURCHASING AGENCY:
BY: <i>TPH</i>	BY:
PRINTED NAME: <i>Trista Patterson</i>	PRINTED NAME: Andrew Block
TITLE: <i>Interim Director of Purchasing</i>	TITLE: Director
DATE: <i>11/11/19</i>	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.