

## **MEMORANDUM OF UNDERSTANDING – DELIVERY OF OUD TREATMENT MEDICATION TO CORRECTIONAL FACILITY**

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This Memorandum of Understanding (“**MOU**”) is entered into between Addiction Services, LLC d/b/a MedPro Treatment Centers (“**MedPro**”), and Collin County, a local government entity in Texas (“**Receiving Facility**”). Individually, MedPro and Receiving Facility are referred to as a “**Party**” and collectively as the “**Parties.**”

### **RECITALS**

- A. MedPro operates opioid treatment programs (“**OTPs**”) that provide treatment for substance use disorders, including medication-assisted treatment (e.g. maintenance methadone) (“**MAT**”).
- B. 42 C.F.R. § 8.12(f)(1) requires MedPro to ensure patients admitted to its OTPs (“**MedPro Clients**”) receive “adequate medical, counseling, vocational, educational, and other assessment and treatment services.” 42 C.F.R. 8.12(f)(1) allows MedPro to provide those services through a formal, documented agreement with a private or public agency, organization, practitioner, or institution.
- C. Receiving Facility operates correctional facilities.
- D. Due to the nature of correctional facilities, it is not legally permissible for a MedPro Client to leave a correctional facility to obtain MAT, the “counseling services” described in 42 C.F.R. § 8.12(f)(5) (the “**Counseling Services**”), or the “drug abuse testing services” described in 42 C.F.R. § 8.12(f)(6) (the “**Drug Testing Services**”). While Receiving Facility does not have the capability or legal authority to provide MAT, the Receiving Facility provides Counseling Services and Drug Testing Services to MedPro Clients residing in its correctional facilities as part of its usual clinical programming.
- E. Under a waiver approved by the Substance Abuse and Mental Health Services Administration (“**SAMHSA**”), MedPro can provide take-home doses of maintenance medication to MedPro clients residing in correctional facilities. As recommended in SAMHSA’s 2015 “Federal Guidelines for Opioid Treatment Programs,” Receiving Facility will take custody of the take-home medication and sign MedPro’ chain-of-custody record.
- F. **NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into this agreement as if fully set forth below, and in consideration of the promises, representations, and the mutual understandings expressed in this MOU, the Parties agree as follows:

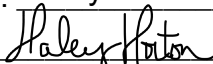
### **STATEMENT OF UNDERSTANDING**

1. Receiving Facility Assurances.
  - a. Receiving Facility will obtain from each MedPro Client consent for MedPro and Receiving Facility to exchange protected health information about the MedPro Client so the Parties can coordinate the MedPro Client’s care. Receiving Facility will ensure such consent complies with 42 C.F.R. § 2.31.
  - b. Receiving Facility acknowledges that it provides Counseling Services and Drug Testing Services to persons residing in its correctional facilities, regardless of whether the individual is a MedPro Client or receiving MAT. As a result, Receiving Facility will provide Counseling Services and Drug Testing Services to each MedPro Client residing in its correctional facilities. Receiving Facility represents that its Counseling Services and Drug Testing Services comply with all of SAMHSA’s requirements governing those services. Receiving Facility will immediately notify MedPro if it stops providing Counseling Services or Drug Testing Services to a MedPro Client, or if those services cease to comply with SAMHSA requirements.
  - c. Receiving Facility agrees it is not providing Counseling Services or Drug Testing Services to MedPro Clients on MedPro’ behalf or at MedPro’ direction. Receiving Facility will not bill or seek reimbursement from MedPro for any services rendered by Receiving Facility to MedPro Clients.
  - d. Receiving Facility will take custody of the take-home medication provided by MedPro to MedPro Clients residing in Receiving Facility’s correctional facilities. Upon taking custody of the take-home medication, Receiving Facility will sign MedPro’ chain-of-custody record.

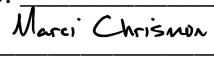
- e. Receiving Facility will assist MedPro Clients residing within its correctional facilities with the self-administration of the take-home medication supplied by MedPro. Receiving Facility warrants and represents that it has personnel with the training, experience, and qualifications to legally assist MedPro Clients with the self-administration of take-home medication.
  - f. If Receiving Facility requests MedPro personnel assist a MedPro Client with the self-administration of take-home medication and MedPro accepts the request, Receiving Facility will allow MedPro personnel access to the MedPro Client and the take-home medication. Under these circumstances, Receiving Facility will maintain custody of the take-home medication delivered by MedPro. Custody of the take-home medication does not revert to MedPro under any circumstances once it has been delivered to Receiving Facility.
  - g. Receiving Facility will store MedPro Clients' take-home medication in compliance with state and federal law, and in a manner that does not allow the take-home medication to be diverted for illegal use.
  - h. Receiving Facility will immediately notify MedPro of any medication errors involving a MedPro client or any adverse effects related to a MedPro Client's consumption of the take-home medication. Receiving Facility will notify MedPro within 24 hours of any MedPro Client's discharge from the correctional facility.
  - i. If a MedPro Client abandons unused take-home medication at Receiving Facility, Receiving Facility will dispose of the unused take-home medication in compliance with state and federal law. Receiving Facility acknowledges and agrees that MedPro cannot and will not take custody of any unused take-home medication.
2. MedPro' Assurances.
- a. MedPro will obtain any waivers or comply with any exceptions necessary to provide take-home MAT to MedPro Clients residing within Receiving Facility's correctional facilities.
  - b. MedPro will maintain the chain-of-custody form documenting the transfer of the take-home MAT to Receiving Facility.
  - c. MedPro will not bill or seek reimbursement from Receiving Facility for any services rendered by MedPro to MedPro Clients residing in Receiving Facility's correctional facilities.
3. Term and Termination.
- a. Term. The initial term of this MOU will be for a one-year period commencing upon both Parties execution of the MOU, unless terminated earlier pursuant to this Section. Upon the expiration of the initial term, or any subsequent term, this MOU will continue for additional one-year terms, unless terminated pursuant to this Section.
  - b. Termination Events. This MOU may be terminated as follows:
    - i. If either Party materially breaches this MOU, the other Party may terminate this MOU by giving written notice of termination to the breaching Party.
    - ii. Either Party may terminate this MOU, with or without cause, upon ninety days' written notice to the other Party.
4. No Business Associate Relationship. Each Party is a "Covered Entity", as that term is defined by Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"). All disclosures of protected health information contemplated under this MOU are made by a Covered Entity to another Covered Entity concerning the treatment of an individual. As a result, neither Party is a "Business Associate" of the other Party, as that term is defined by HIPAA.
5. No Qualified Service Organization Relationship. The Parties agree that neither Party is providing any services to or on behalf of the other Party. As a result, neither Party is a "Qualified Service Organization" of the other Party, as that term is defined in 42 C.F.R. § 2.11.
6. Relationship of the Parties. Nothing in this MOU creates a joint venture, partnership, agency, employer-employee, independent contractor, or similar relationship between the Parties. Neither Party may assume or create obligations on the other Party's behalf, and neither Party may take any action that creates the appearance of such authority.

7. Indemnification and Insurance. To the fullest extent allowed by law, Each Party will indemnify, hold harmless and defend the other Party from any claim, suit, loss or liability arising solely from an act or omission by the indemnifying Party or its agents, servants and employees. Each Party represents that it maintains, and will maintain throughout the term of this MOU, the types of insurance and levels of coverage as is customary and appropriate for the Party's industry.
8. Funding. Nothing in this MOU will be deemed to be a commitment or obligation of funds, personnel, or other resources by either Party. The Parties acknowledge that the ability of each Party to carry out the responsibilities described in this MOU is contingent upon that Party's funding and other resources, which are made available in the sole and absolute discretion of each Party. Neither Party shall provide any remuneration to the other Party for anything provided hereunder.
9. Compliance with Anti-Kickback Statute. The Parties intend to comply with and have structured this MOU to comply with the Anti-Kickback Statute, 42 U.S.C. §1320a-7b(b). It is not a purpose of this MOU to induce the referral of patients. The Parties acknowledge that there is no requirement or payment received under this MOU or any agreement between or among the Parties for a Party's referral, recommendation or arrangement for any items or services paid for by Medicare, Medicaid, or any federal health care program.
10. Counterparts. This MOU may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
11. Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.
12. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

"MedPro"  
Addiction Services, LLC dba MedPro Treatment Centers

Print Name: Haley Horton  
Signature:   
Title: Vice President of Operations, Southern Territory  
Date: 10/10/2022

"RECEIVING FACILITY"  
Collin County

Print Name: Marci Chrismon  
Signature:   
Title: Assistant Purchasing Agent  
Date: 10/27/2022

Authorized to sign on behalf of Michelle Charnoski, Purchasing Agent