



*Supporting the State of Florida
Prescription Drug Monitoring Program*

AGENDA

**Betty Easley Conference Center
Capital Circle Office Center Complex
4075 Esplanade Way, Room 180
Tallahassee, FL 32399**

Time: 10:00 a.m. to 12:00 p.m. EST

Facilitator: Becki Poston, Florida Department of Health

Participants:

Board of Directors	DOH	Others
David Bowen, Chair	Becki Poston	Diane DiNicola (BCSO)
Rodman Steele, Treasurer	Erika Marshall	
Rene Bruer, Director	Lucy Gee	
William Janes, Director		
Sheriff Al Lamberti, Secretary		
Sharon Kelley, Director		

Agenda Items:

Call to Order by David Bowen, Chair

Item	Topic	Board Member	Discussion
1	Welcome- State Surgeon General		
2	Approval of September 8, 2011 meeting minutes	Dave Bowen, Chairman	
3	DOH Contract	Dave Bowen, Chairman	

Item	Topic	Board Member	Discussion
4	Treasurer's Report <ul style="list-style-type: none"> • Receipts • Disbursements • Review spending plan and budget codes 	Rod Steele, Treasurer	
5	Fund Raising <ul style="list-style-type: none"> • Asset Forfeiture Donations • Sunshine Law 	Dave Bowen, Chairman Sheriff Lamberti	
6	PDMP Update <ul style="list-style-type: none"> • Implementation • Participants • Education Strategies • Performance Measures 	Becki Poston & Erika Marshall	
7	Other business	Dave Bowen, Chairman	
8	Adjourn		12:00

Action Items:

#	Action Item	Person Responsible	Target Date	Completion Date
1				
2				
3				
4				



*Supporting the State of Florida
Prescription Drug Monitoring Program*

MINUTES

Conference Call Date: Thursday, August 25 2011

Time: 4:00 p.m. to 5:00 p.m. EST

Dial in Number: (888) 808-6959

Conference Code: 3662527158

Facilitator: Erika Marshall, Florida Department of Health

Ms. Marshall reminded the Board that the Foundation operates under Florida's Sunshine Law. The meeting minutes and/or audio portion of the meeting are available for review. There should be no communication or correspondence between board members related to items of business that are on the agenda or may be on future meeting agendas. Meeting minutes and/or audio will be forwarded to the Chairman.

Participants:

Board of Directors		DOH		Others	
David Bowen, Chair	X	Becki Poston		Diane DiNicola (BCSO)	
Rodman Steele, Treasurer	X	Erika Marshall	X		
Rene Bruer, Director		Lucy Gee			
William Janes, Director	X				
Sheriff Al Lamberti, Secretary	X				
Sharon Kelley, Director	X				

Agenda Items:

Call to Order by David Bowen, Chair

Item	Topic	Board Member	Discussion
1	Approval of August 18, 2011 meeting minutes	Dave Bowen, Chairman	Moved by Lamberti second by Kelly to approve the minutes. Motion carried unanimously.

Item	Topic	Board Member	Discussion
2	Treasurer's Report <ul style="list-style-type: none"> • Receipts • Disbursements 	Rod Steele, Treasurer	Treasurer Steele reported the following: Balance in checking: \$109,159.39 Balance in money market: \$75,338.26 Total: \$184,497.65 Treasurer Steele reported the following disbursement: Check #1018 - \$563.45 to GrayRobinson for legal work performed on 501(c)(3) application.
3	Fund Raising Update	Dave Bowen, Chairman	Chairman Bowen reported that he reached out to some people regarding legislators donating leftover contribution campaign funds to the PDMP Foundation. He has not received a response. Sherriff Lamberti reported that the Florida Sherriff's Association is holding its board meeting on September 12, and that the asset forfeiture commitment will be discussed and should give the foundation some direction as a result.
4	Meeting Update	Erika Marshall	Ms. Marshall reported that a "face-to-face" meeting of the Board of Directors has been scheduled for September 12, 2011 at 10:00AM-Noon, Betty Easley Conference Center, Southwood Complex, Room 180. Chairman Bowen, Sherriff Lamberti, Directors Janes and Kelly confirmed their attendance at the meeting. The Board discussed the proposed agenda and directed Ms. Poston and Ms. Marshall to develop an agenda for the meeting based on the issues raised in previous meetings and distribute the agenda to the board early next week. Additionally, the board requested that the following individuals be formally invited to attend the meeting: Attorney General Bondi and staff (Emory Gainey and Matt Dunegan), Special Counsel Dave Aronber, Donna Erlich, Claude Shipley, and a representative from Health Information Designs, if the agenda allows time. Additionally, Sherriff Lamberti will invite a member of the Florida Sherriff's Association to attend.
5	Adjourn		Moved by Lamberti second by Steele to adjourn meeting at 4:17 p.m. Motion carried unanimously.

Action Items:

#	Action Item	Person Responsible	Target Date	Completion Date
1	Distribute Non-Profit designation information to Directors	Becki	8/25/11	
2	Prepare agenda for September 12, 2011 meeting and distribute for BOD approval	Becki and Erika	8/30/2011	
3	Prepare formal invitations as requested by BOD and distribute for approval	Becki and Erika	8/30/2011	
4				
5				
6				

FL PDMP FOUNDATION, INC.
2901 SW 149th Avenue, Suite 400
Miramar, FL 33027
(954) 874-2116
Balance Sheet as of July 31, 2011

RECEIPTS

Check Date	Donor	Donation Amount	Pledge Amount
April 2010	Automated HealthCare Solutions	\$ 25,000	
May 2010	Automated HealthCare Solutions	\$ 25,000	
July 2010	Automated HealthCare Solutions	\$ 25,000	
Oct 2010	Automated HealthCare Solutions	\$ 25,000	
2011	Automated HealthCare Solutions		50,000
Jan 2011	Aegis Sciences Corporation	\$ 25,000	
Feb 2011	Aegis Sciences Corporation	\$ 25,000	
March 2010	Millenium Laboratories	\$ 50,000	
March 2010	Millenium Laboratories	\$ 250,000	
	Millenium Laboratories (allocated to use only	\$ 10,222	
July 2010	for legal services and government fees)		
August 2010	Millenium 1023 Filing Fee	\$ 850	
	Millenium Laboratories (allocated to use only	\$ 2,622	
Sept 2010	for legal services and government fees)		
Feb 2011	Quality Care Products		\$ 50,000
Sept 2010	Private Donations	\$ 500	
3/2/11	Private Donations	\$ 250	
7/5/2011	Pay-Pal Verify Bank	\$ 0.01	
7/5/2011	Pay-Pal Verify Bank	\$ 0.10	
TOTAL FUNDS DONATED/PLEDGED		\$ 464,194	\$ 100,000

DISBURSEMENTS

Invoice Date	Payee	Expenditure	Amount
5/11/2010	Gray Robinson	Legal Services	\$ 8,457.19
7/1/2010	DOH	Donation	\$ 39,108.00
7/1/2010	DOH	Donation	\$ 70,593.00
7/8/2010	Gray Robinson	Legal Services	\$ 1,764.48
7/12/2010	DOH	Donation	\$ 130,959.00
7/14/2010	IRS	501(c)(3) Filing Fee	\$ 850.00
8/7/2010	Gray Robinson	Legal Services	\$ 97.00
8/19/2010	Stephania Wilson	Salary	\$ 11,894.16
10/6/2010	Gray Robinson	Legal Services	\$ 1,842.50
10/11/2010	Stephania Wilson	Salary	\$ 2,043.30
12/1/2010	Pepper Wakeland	Task Force Travel - Feb	\$ 675.80
12/1/2010	Pepper Wakeland	Task Force Travel - June	\$ 653.46
12/1/2010	Pepper Wakeland	Task Force Travel - Sept	\$ 533.19
12/1/2010	Pepper Wakeland	Task Force Travel - Oct	\$ 664.83
12/1/2010	Pepper Wakeland	Task Force Travel - Dec	\$ 483.52
12/4/2010	Gray Robinson	Legal Services	\$ 765.00
12/8/2010	McMahon-Hadder Insurance	Insurance Policy	\$ 3,226.95
1/4/2011	Bernd Wollschlaeger	Task Force Travel - Dec	\$ 656.39
1/4/2011	Gray Robinson	Legal Services	\$ 1,054.99
2/4/2011	Gray Robinson	Legal Services	\$ 1,873.82
2/8/2011	Gray Robinson	Legal Services	\$ 656.39
2/9/2011	Gray Robinson	Legal Services	\$ 1,136.98
TOTAL EXPENDITURES			\$ 279,989.95
TOTAL REMAINING FUNDS			\$ 184,203.69 \$ 100,000

**DIRECT-SUPPORT CONTRACT BETWEEN
FLORIDA PDMP FOUNDATION, INC. AND
THE FLORIDA DEPARTMENT OF HEALTH**

This contract for direct support (contract) is made and entered into effective the ____ day of _____, 2011 between The Florida PDMP Foundation Inc., (Foundation), a Florida non-profit corporation having its principal office at 2901 SW 149th Ave #400, Miramar, Florida 33027 and the Florida Department of Health (FLDOH) doing business at 4052 Bald Cypress Way Bin #C-16, Tallahassee, Florida 32399.

RECITALS

This contract is made and entered into under the following circumstances:

- A) By act of the 2011 Florida Legislature in accordance with Section 893.055, Florida Statutes, FLDOH was authorized to establish a direct-support organization, the Foundation, to provide assistance, funding, and support for FLDOH, and the Implementation and Oversight Task Force (Task Force) in carrying out its mission;
- B) The Foundation is a Florida not-for-profit corporation that is organized and operated under the laws of the State of Florida to conduct programs and activities; raise funds; request and receive grants, gifts, and bequests of money; acquire, receive, hold, and invest, in its own name, securities, funds, objects of value, or other property, either real or personal; and make expenditures or provide funding to or for the direct or indirect benefit of FLDOH in the furtherance of the Prescription Drug Monitoring Program (PDMP);
- C) FLDOH is charged with and holds the responsibility for making the determination whether the Foundation is complying with the terms and conditions of this contract and is operating in a manner consistent with and in furtherance of the goals and purposes of PDMP, the goals and mission of FLDOH, and that which is in the best interest of the State of Florida pursuant to Section 893.055 (11)(d)3. and (e), Florida Statutes;
- D) In order for the Foundation to serve as the direct-support organization for FLDOH, the Foundation must operate under a written contract with FLDOH pursuant to Section 893.055(11)(d), Florida Statutes; and
- E) The Foundation and FLDOH desire to enter into this required contract to memorialize the direct support relationship between the Foundation and FLDOH.

NOW, THEREFORE, in consideration of the forgoing recitals, and the premises, covenants, terms and conditions contained herein, the parties agree as follows:

1. Contracted Services:

The Foundation shall provide direct-support to FLDOH in carrying out its mission in accordance and in compliance with the requirements of Section 893.055, Florida Statutes. The Foundation shall act in accordance with the goals of the PDMP and in the best interests of the State of Florida as determined by FLDOH. The Foundation is organized and operated to conduct programs and activities; raise funds from sources other than drug companies; request and receive grants, gifts, and bequests of money; acquire, receive hold, and invest, in its own name, securities, funds, objects of value, or other property, either real or personal; and make expenditures or provide funding to or for the direct or indirect benefit of or in furtherance of the PDMP.

Pursuant to Section 893.055, Florida Statutes, the following terms and conditions apply to this Agreement:

- A. FLDOH shall approve the Articles of Incorporation and the Bylaws of the Foundation.
- B. The Foundation shall submit an annual budget for review and approval by FLDOH.
- C. The Foundation may collect, expend, and provide funds to FLDOH for the development, implementation, and operation of the PDMP, as described in Section 893.055, Florida Statutes, and for the Task Force for the duration of its authorization.
- D. The Foundation may collect and expend funds to be used for the functions of the Foundation's Board of Directors, as deemed necessary and approved by FLDOH.
- E. The Foundation may collect and provide funding to the FLDOH in furtherance of the PDMP by:
 - i. Establishing and administering the PDMP's electronic database, including hardware and software.
 - ii. Conducting studies on the efficiency and effectiveness of the program to include feasibility studies as described in Section 893.055(13), Florida Statutes.
 - iii. Providing funds for future enhancements of the program within the intent of Section 893.055, Florida Statutes.
 - iv. Providing user training of the PDMP, including distribution of materials to promote public awareness and education and conducting workshops or other meetings for health care practitioners, pharmacists, and others as appropriate, required, and feasible.
 - v. Providing funds for travel expenses. This will be in furtherance of the PDMP's goals, objectives, and mission, so long as financially feasible.
 - vi. Providing funds for administrative costs, including personnel, audits, facilities, and equipment. This will be in furtherance of the PDMP's goals, objectives, and mission, so long as financially feasible.
 - vii. Fulfilling all other requirements necessary to implement and operate the program as outlined in Section 893.055, Florida Statutes.

- F. The Foundation may not exercise any power under Section 617.0302(12) or (16), Florida Statutes.
- G. The Foundation must obtain a written approval from FLDOH for any activities in support of the PDMP before undertaking those activities.
- H. The Foundation will provide a budget to FLDOH no later than February 27 of each year.
- I. The budget will detail the fund-raising plan that will support the spending plan for FLDOH. It will include as a minimum the following information:
 - i. The projected total for FLDOH spending for the period from October 1 of the then current year through September 30 of the following year in accordance with the budget submitted by FLDOH.
 - ii. The projected available PDMP funding to support projected spending for the PDMP and Task Force for the period October 1 of the then current year through September 30 of the following year. The projection will include the expected fund-raising activities to meet the budget submitted by FLDOH.
 - iii. The foregoing is contingent upon receiving the FLDOH budget no later than December 15 of the prior calendar year
 - iv. The Foundation shall report to FLDOH any changes to the budget within 15 business days of obtaining knowledge of such change.

2. Independent Entity:

It is agreed and understood that the Foundation is a separate and distinct legal entity from FLDOH. Neither the Foundation, nor its employees, are authorized to act as an agent or representative of FLDOH, and FLDOH assumes no liability for the operations and conduct of the Foundation.

The Foundation agrees to maintain its not-for-profit 501(c)(3) corporate status with the United States Internal Revenue Service in accordance with Chapter 617, Florida Statutes. Consistent with the independent status of such a corporation, the Foundation shall be solely responsible for or liable for any legal obligations of the Foundation, and for payment of all sums, fees, taxes and assessments for which the Foundation may become obliged to pay.

No director, officer, member, employee, donor, sponsor, contributor or agent of the Foundation shall receive any special privilege, benefit, or exemption from FLDOH, its officers, or employees, pursuant to Section 112.313(6), Florida Statutes.

3. Bi-Annual Meeting with FLDOH:

At least twice each fiscal year, the Foundation shall meet with FLDOH to discuss the support needs of FLDOH. The meetings shall take place no later than February 1 and

September 1 of each fiscal year. Additional meetings may be held as desired, necessary, or as requested by either FLDOH or the Foundation.

The meeting shall be attended by (at minimum) the Foundation Board Chairman and the State Surgeon General of FLDOH, or their designees, and by such other person(s) as may be required by the Foundation Chairman or FLDOH. Additional members or officers of the Foundation and FLDOH staff may attend as well. However, if two or more members of the Foundation are present, the provisions of Florida's Sunshine Laws will be invoked and must be adhered to prior to and at the meeting.

4. Annual Certification:

By November 30 of each year, the Foundation shall apply to FLDOH for certification that it is operating in compliance with the terms of this contract, and doing so consistent with the goals and purposes of FLDOH, and in the best interests of the State of Florida as it relates to the PDMP pursuant to Section 893.055, Florida Statutes.

At the request of FLDOH, the Foundation shall provide, in a timely manner, any and all documentation and assurances necessary to assess the Foundation's compliance.

The Foundation shall make available, within its authority and in a timely manner, any members, employees, volunteers or agents of the Foundation to FLDOH, upon request, and in a time, place and manner chosen by FLDOH to truthfully answer questions so that FLDOH may assess the Foundation's compliance.

FLDOH shall certify annually, in writing, whether the Foundation is in compliance with the terms of the contract, and is operating consistent with the goals and purposes of FLDOH and in the best interest of the State of Florida pursuant to Section 893.055, Florida Statutes. The certification shall be approved and signed by the State Surgeon General or his designee.

The Foundation shall report the certification by FLDOH in the official minutes of a meeting of the Foundation, pursuant to Section 893.055(11)(d)3., Florida Statutes.

The failure of the Foundation to achieve FLDOH certification in a reasonably timely manner shall result in the following:

- A. Breach of this contract between the Foundation and FLDOH;
- B. Reversion of all moneys and property held by the Foundation pursuant to paragraph 5, below; and
- C. Termination of relationship so that the Foundation may no longer act or represent itself as the direct-support organization of FLDOH.

5. Reversion of Moneys and Property Held by the Foundation:

If the Foundation is no longer approved to operate for FLDOH under Section 893.055, Florida Statutes, or upon dissolution of the Foundation's not-for-profit corporation or if it loses its not-for-profit corporation status, all moneys and property held by the Foundation shall revert to the State of Florida.

6. Mandatory Disclosures to Donors of Gifts, Contributions and Bequests, and on Promotional and Fundraising Publications:

The Foundation shall make the following disclosures to donors of gifts, contributions and bequests, and on all promotional and fundraising publications:

- A. The material provisions of this Agreement; and
- B. The distinction between FLDOH and the Foundation. The Foundation shall distinguish itself as "the 501(c)(3) direct-support organization for the Florida Prescription Drug Monitoring Program" to all donors of gifts, contributions, grants or bequests, including such disclosure on all promotional and fundraising publications.

FLDOH shall disclose material provisions of this Agreement and the distinction between the Foundation and FLDOH, to donors of gifts, contributions, grants or bequests, and shall include similar disclosure on all promotional and fundraising publications.

7. Foundation Use of FLDOH Property, Facilities and Administrative Services:

FLDOH may, upon request of the Foundation, permit the use of its property, facilities, and administrative services by the Foundation. Use of FLDOH resources shall be approved by FLDOH. As resources exist, FLDOH may provide, without charge, pursuant to Section 893.055, Florida Statutes, to the Foundation appropriate use of fixed property and facilities and administrative services under such terms as FLDOH determines is in the best interests of the state. The use must be directly in keeping with the approved purposes of the direct-support organization and may not be made at times or places that would unreasonably interfere with opportunities for the public to use such facilities for established purposes. Such administrative services may include assisting the Foundation with: employees; facilitating filing obligations of corporate documents, payroll taxes, other administrative filings; facilitating of legally required audits; reports to the Foundation and its board members regarding activities of the Foundation to include its financial status; maintaining and preserving business records of the Foundation; scheduling meetings and providing Sunshine Law "notice" of meetings; reporting to FLDOH on all activities of the Foundation in such a format as FLDOH may require; and other administrative personnel support for the Foundation. As resources exist, FLDOH also may provide, without cost to the Foundation, the use of office space, furniture, storage and utilities; the use of office equipment such as a computer hardware, software and peripherals; facsimile equipment; copiers; telecommunications devices, services and air time; and general office supplies.

FLDOH may not permit the use of its property, facilities, or administrative services by the Foundation unless the Foundation provides equal employment opportunities to all persons regardless of race, color, national origin, gender, age, or religion. The Foundation represents that it is an equal opportunity organization in all aspects of its employment practices, operations and existence as a whole.

8. Approval of Transactions and Agreements Between the Foundation and Other Entities:

Any transaction or agreement between the Foundation and another direct-support organization or other entity must be approved by the State Surgeon General or his designee.

9. Fiscal year:

The fiscal year of the Foundation shall begin on July 1 of each year and end on June 30 of the following year.

10. Tax Reports:

The Foundation shall submit to FLDOH its Federal Internal Revenue Service Application for Recognition of Exemption Form (Form 1023) and its Federal Internal Revenue Service Return of Organization Exempt from Income Tax Form (Form 990), or such other forms as may be filed by the Foundation with the IRS no later than the September 1 meeting required herein.

11. Annual Audit:

The Foundation shall provide for an annual independent financial audit in accordance with Section 215.981, Florida Statutes. Copies of the audit shall be provided to FLDOH, the Florida Department of Financial Services, and the Office of Policy and Budget in the Executive Office of the Governor, along with copies for the Board of Directors of the Foundation.

12. Compliance with Laws:

The Foundation shall comply with all applicable State and Federal Laws in the conduct of its business.

13. Term of Contract:

This contract shall be for one year, renewable on a yearly basis upon mutual agreement of the parties.

14. Termination:

Either party may terminate this agreement, without cause, upon 90 days written notice to the other parties to this Agreement

FLDOH, in its sole discretion, may terminate this agreement immediately, upon written notice to the Foundation by FLDOH, that the Foundation is: 1) not complying with the terms and conditions of this Agreement; 2) not performing in accordance with the governing statute; or 3) not performing in accordance with the goals and purposes of the FLDOH, and the Foundation's continuance in this regard is not in the best interests of the State of Florida.

15. Assignability:

This Agreement, and the rights and duties created hereunder, shall not be assignable or delegable.

16. Acknowledgements:

The parties hereby acknowledge that they have been provided with a copy of this Agreement and have been given the opportunity to have the Agreement reviewed by their attorney prior to signing, and that the parties understand the terms, conditions, rights, responsibilities, and consequences of this Agreement.

17. Notices:

All notices or other communications provided for and/or required herein are to be sent to a party in writing and mailed, postage prepaid, by certified United States mail, return receipt requested, or by another traceable conveyance, (such as Fed-Ex) addressed to the party at his or her address listed below or at any address changed in accordance with this Agreement.

Florida PDMP Foundation, Inc
David Bowen, as Registered Agent
2901 SW 149th Avenue, #400
Miramar, FL 33027

Florida Department of Health
4052 Bald Cypress Way Bin#C-16
Tallahassee, Florida 32399

18. Severability:

In the event that any provision of this contract shall be determined invalid or unenforceable, such provision shall be deemed severed from this contract, but every other provision shall remain in full force and effect.

19. Waiver:

The failure of a party to enforce any term, provision, or condition of this Agreement shall not be deemed a waiver of that term, provision or condition, for purposes of the future compliance or enforcement of that term, provision, or condition.

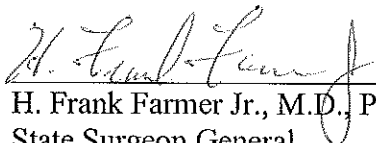
20. Governing Law:

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida. The parties agree to the venue of Leon County, Florida in the event of dispute.

21. Amendments; Entire Agreement:

No change, modification or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by all parties to this Agreement. This Agreement and any subsequent modifications constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract on the dates signed:


H. Frank Farmer Jr., M.D., PhD, FACP
State Surgeon General
Department of Health

Dated: 01 AUG. 2011

David Bowen
The Florida PDMP Foundation, Inc.

Dated: _____

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