

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2021-027

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this February 1, 2022 through August 31, 2022 (the “**Term**”).

BY AND BETWEEN Monterey County Sheriff’s Office (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “State Opioid Response Grant”) pursuant to an agreement between DHCS and the Sub-Recipient (the “DHCS Agreement”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Response Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Monterey County Sheriff’s Office has the opportunity to receive up to \$70,000.00 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to achieve the following objectives (as written and submitted by Applicant Agency):
 - The Monterey County Jail MAT Program wants to provide comprehensive services, such as group and individual therapy, in addition to medication management. We want to provide effective methods for addressing the opioid use disorder, especially when combined with counseling. Research tells us that MAT when combined with counseling is more effective than medication or counseling alone. In response to our opioid addiction epidemic in our community, we want to develop, and serve as a robust program that will provide evidence-based addiction treatment to our patients. Our MAT program will incorporate group and individual therapy, 12-step methodology, whole-body wellness, life skill groups in its approach to treatment. Our MAT program will help our patients get through the discomfort of opioid withdrawal and will educate our patients on how to reduce drug and alcohol cravings. The MAT program team at the Monterey County Jail will follow the psychosocial/behavioral therapy and pharmacotherapy model and will use evidence-based practices in therapy. Our clinicians will work alongside our Sheriff Deputy staff, who will be trained in addiction treatment. Recovery from addiction is a process, patients in our MAT program will participate at various levels of care. Our MAT program will strive to continually develop and improve community relationships that directly impact the medical and clinical needs of our patients in a positive way. We will offer a variety of group therapy sessions, so patients can

choose from programs that address their specific challenges and fit into their individual need. All our MAT staff will participate in continuing education to ensure that the medical and clinical care provided in our MAT program is comprehensive, individualized, effective, and evidence based.

Specific grant activities will be (as written and submitted by Applicant Agency):

- The goal of the Monterey County Jail MAT (MCJMAT) program is to be able to provide community-based intervention type services in a jail setting to individuals in need who are already in community-based MAT programs where the person is experiencing a crisis with serious drug addiction. We will work with our local justice partners to educate and make them aware of these individuals who leave our facility to create a safer transition to the community for a positive continuum of care. For this program to be successful inside our jail facility, we will need to fund 1 FTE Sheriff Deputy to provide role modeling and overseeing the daily activities, and communications between staff and patients within the jail, and the community of the MAT program. We believe that this position is crucial for the success of the program because this position with the support of the clinical staff, will help develop a strong sense of community, will help organize structure, behavior modification programs with strict behavioral expectations and corresponding rewards. The MAT Deputy will be responsible for the coordinating of the patients discharge into the community MAT programs. The Deputy position will play a vital role in the daily activities of our patients. To fully align with best practice guidelines, the In-Custody MAT program will meet the minimum expectations if the Deputy position is funded. The Deputy will support efficient connections to needed resources; provide supplemental programs to educate and promote self-care, and coping skills. This position will coordinate connections to ongoing care for continuity of care, and transition to the community. The Deputy will connect to facility-based care as needed through warm hand-offs and coordinating transportation when and only if situations warrant transition to other locations. The Deputy will schedule outpatient follow-up appointments in a manner synonymous with a warm handoff to support connection to ongoing care in the community. The Sheriff Deputy position will provide support, coordination with medical and behavioral health services; and crisis planning and follow-up, community transition. The Deputy will provide stabilization and support to our clinical staff in groups weekly. Groups will be scheduled 2-3hrs a day in the MAT Program in E-Dorm. The Deputy provides monitoring and identifying additional needs of care for our patients. Each client will check in daily with the MAT Deputy staff who will assess the client's behavior, prior to group for continuity of care. The Deputy will go over agreements on group rules, have a client in group read the group rules each week, have daily introductions/check-ins, review educational topics of the week, and provide support. This position will also be responsible for organizing our patients' individual appointments, visits, and additional sessions with a nurse, or clinical staff. The Deputy will report daily to the team with client updates on participation in treatment to help improve patient outcomes. This position will support our clinical team help our patients decrease illicit opiate use and other criminal activity, so that our patients can gain the ability to maintain employment and be productive citizens in our community.

2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in ***Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings***, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable

federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by August 31, 2022.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Project Status Report and Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Monterey County Sheriff's Office
Doing Business As (if applicable)	
Street Address	1414 Natividad Road
City, State, Zip	Salinas, Ca, 93960
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Charles DaSilva	Joe Moses	Arthur Curtright
Corrections Programs Manager	Captain	Contract Manager
dasilvac@co.monterey.ca.us	MosesJJ@co.monterey.ca.us	curtrightac@co.monterey.ca.us
831-755-3855	831-755-3946	831-755-3708

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will distribute 50% of the full grant amount (\$35,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. The second half of the grant will be paid on receipt of a satisfactory Interim Grant Report from the Applicant Agency, due January 15, 2022. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit

requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 1414 Natividad Road, Salinas, CA, 93960. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- 10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

- 11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

- 12. 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.

- 13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No _____
If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

___ Electronic fund transfer Submit ACH banking information with the signed agreement

___ Paper check Name of Payee _____
Mailing Address _____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2021-027 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Monterey County Sheriff's Office

By: _____
(SIGNATURE)

Name: Irv Grant
Title: Deputy County Counsel

Date: _____

By: _____
(SIGNATURE)

Name: Joe Moses
Title: Captain

Date: _____

By: _____
(SIGNATURE)

Name: Gary Giboney
Title: Deputy Auditor/Controller

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____