California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding

MOU Number: 2023-003

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Participation Stipend – Child Welfare

MAT in Jails and Drug Courts is funded by DHCS through CA FY 2022/23 budget, which included an allocation of State General Funds for the ongoing support to the Medication Assisted Treatment (MAT) Expansion Project

THIS AGREEMENT (the "Agreement"), shall be effective this July 1, 2023 through June 30, 2025 (the "Term").

BY AND BETWEEN the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, Behavioral Health Bureau (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 State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Funding Program awarded by DHCS (the "State Opioid Funding Program: MAT in Jails and Drug Courts Participation Stipend") pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute stipends of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county (the "Distribution Purpose").

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

- 1. <u>STIPEND AMOUNT AND INTENT</u>: Applicant Agency has opportunity to receive up to \$25,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement.
- <u>APPLICANT AGENCY OBLIGATIONS</u>: 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: MAT in Jails and Drug Courts Learning Collaborative: Child Welfare/Juvenile Justice Participation Stipend Application* and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by June 30, 2025.

County of Monterey
N/A
Health Department, Behavioral Health Bureau 1270 Natividad Road
Salinas, CA 93906
N/A

The Applicant Agency identifies the following entity information and representatives:

Project Champion	Authorized Signatory	Contract Representative
Individual leading	Individual authorized to sign	Individual responsible for
learning collaborative efforts	on behalf of applicant agency	agreement processing and
		negotiation
Marni R. Sandoval, Psy. D	Elsa Mendoza Jimenez, MPH	Ashley Schafer
Deputy Director of Behavioral	Director of Health Services,	Management Analyst II,
Health, Child and Adolescent	County of Monterey	County of Monterey
Services, County of Monterey		Behavioral Health Bureau
Sandoval MR@co.monterey.ca.	JimenezEM@co.monterey.ca.	SchaferA@co.monterey.ca.
us	us	us
(831) 784-2170	(831) 755-4500	(831) 755-4924

- 3. <u>DISTRIBUTION OF FUNDS</u>: The Sub-Recipient will distribute 100% of the full stipend amount (\$25,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement.
- 4. <u>REPAYMENT OF FUNDS</u>: 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. <u>RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS</u>: 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. 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, DHCS, or any of their respective authorized representatives.
- 6. <u>NOTICE:</u> 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 1270 Natividad Road, Salinas, CA 93906. 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. <u>LIABILITY</u>. 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. <u>DEBARMENT AND SUSPENSION</u>. 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. <u>ENTIRE AGREEMENT</u>: 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. <u>AMENDMENT</u>: 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. <u>GOVERNING LAW:</u> 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. <u>SEVERABILITY:</u> 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. <u>EXECUTION IN COUNTERPART</u>: This Agreement may be executed in multiple counterparts and by email or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. STIPEND ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ 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 agreem
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Paper check Name of Payee_____ Mailing Address_____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-003 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

County of Monterey

By: DocuSigned by: GSant Juny C7A30BA59CA8423/CLCNIATLIDE)

Name: Elsa Mendoza Jimenez, MPH

Title: Director of Health Services, County of Date:

5/24/2023 | 4:12 PM PDT

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: ______(SIGNATURE)

Name: _____

Title:

Date: _____

COUNTY OF MONTEREY SIGNATURES

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL PROVISIONS:

By:

Auditor-Controller

Date: 5/3/2023 | 10:09 PM PDT

Exhibit A: MAT Application



MAT IN JAILS AND DRUG COURTS LEARNING COLLABORATIVE: CHILD WELFARE/JUVENILE JUSTICE PARTICIPATION STIPEND OPPORTUNITY

Please note: this is a template – applications must be submitted electronically through the application link provided below and in the email:

https://healthmanagement.qualtrics.com/jfe/form/SV_0v50LtU8cHFuNhk

Overall Program Description

The project **MAT in Jails and Drug Courts** is funded by DHCS with general state funds as a program in DHCS' Medication Assisted Treatment Expansion Project. **MAT In Jails and Drug Courts** includes grant funds to be distributed to participating county teams who will also receive technical assistance (TA) and coaching. The project term is 10/1/2022 through 9/30/2024 with the possibility of extending TA and coaching through 6/30/2025. The goal of the project is to increase access to MAT in county jails, drug courts, and the child welfare/juvenile justice systems. The objective is to improve coordination among all county agencies and providers who serve justice-involved county residents and to develop bridges to further build system capacity to ensure access to effective treatment and recovery supports. This county justice ecosystem-focused TA approach coordinates and builds capacity and competencies in county agencies: jails, drug courts, probation, juvenile probation, child welfare, dependency courts, and behavioral health agencies.

Counties also receiving PATH and other state grant funding will benefit from this program's TA that can further assist counties with gap and strengths analysis, facilitation of key partnerships and processes, and other enhanced support to achieve PATH and other funding aims.

Participation Options

There are three types of funding opportunities available for counties to participate in the Learning Collaborative. All eligible teams will receive coordinated, integrated TA provided by county team coaches. **Counties may apply for multiple categories and funding opportunities described below.**

Team Categories	Description	Funding
Child Welfare/ Juvenile Justice	 Multidisciplinary team to support access to MAT for those with involvement in the county Child Welfare/Juvenile Justice systems with designated team lead(s); assigned 1 Child Welfare lead team coach If the county does not have a participating Jail MAT or drug court team, requires a letter of support from Sheriff representing the Jail and/or an appropriate drug court representative with the application 	Eligible for Child Welfare or Juvenile Justice participation stipend
Jail MAT	 Multidisciplinary team to support implementation of MAT in county jails with designated Jail MAT team lead(s); assigned 1 county team Jail MAT lead coach Encourage inclusion of drug court representative(s) where not already integrated Engage child welfare, probation and other key agencies and partners in the county, to drive progress toward a coordinated county plan for county residents with Opioid Use Disorder (OUD) and justice system involvement. These activities may be supplemented by a second HMA subject matter expert and coach who will work in coordination with the Jail MAT lead coach. Eligible counties may be invited to apply for a mentor stipend in addition to their implementation grant 	Eligible for Jail MAT ¹ <u>or</u> Drug Court Implementation Grant ¹ Eligible counties can also apply for
Drug Court	 Multidisciplinary team to support implementation of and access to MAT in county drug courts with designated drug court team lead(s); assigned 1 county team lead coach 	mentor stipend



•	Support access to MAT for drug court participants through drug court or
	contracted staff, as applicable, where clinically indicated
•	Encourage inclusion of Jail MAT representative(s) where not already integrated
•	Engage child welfare, probation and other key agencies and partners in the
	county, to drive progress toward a coordinated county plan for county residents
	with OUD and justice system involvement. These activities may be supplemented
	by a second HMA subject matter expert and coach who will work in coordination
	with the Jail MAT lead coach.

Timeline

- Informational webinars will be offered on December 7th, December 13th, December 14th, and January 9th.
- All applications may be submitted at any time through January 15, 2023 (please note: the deadline was extended from previous date of December 31, 2022).
 - Pending how many applications are submitted by January 15, 2023, and upon discussion with DHCS, a second application window may open in Spring 2023.
- Stipend decisions will be made by Monday, January 23, 2023.
- A Memorandum of Understanding (MOU) will be issued between HMA and the grantee within 14 days of grant approval.
- Participation Stipends will be paid in full upon receipt of a fully executed MOU.

Child Welfare / Juvenile Justice Participation Stipends

Counties are invited into the Learning Collaborative to receive technical assistance and coaching on a variety of topics such as:

- Development and implementation of Plans of Safe Care
- Best practices for MAT and pregnant persons including perinatal and postnatal
- County system mapping to improve coordination of and access to effective services
- Consultation on evidence-based and best practices for those with child welfare/SUD/justice involvement
- Training to targeted stakeholders

Number of Participating Counties and Participation Stipend

Up to 20 child welfare/ juvenile justice counties will be eligible to receive a participation stipend of up to \$20,000. This is intended to acknowledge the time and commitment involved in participating in the Learning Collaborative.

Eligibility Requirements

To apply for a participation stipend, counties must complete the following:

- 1. Letters of support are required for submission with the completed county team application:
 - New counties only, letters of support required from:
 - 1. Presiding Judge for Youth/Dependency Court
 - 2. County Probation letter from the agency leadership
 - 3. Child Welfare Only: Child Welfare Agency letter from the agency leadership (Juvenile Justice Teams applying <u>not</u> required to submit letter from CW agency)
 - New and continuing counties: Requires a letter of support from Sheriff representing the Jail and/or an appropriate Drug Court representative with their application *if no entity applying for Jail MAT or Drug Court Implementation Grant in same county.*
- 2. If the county also has a Jail MAT program and is participating in the Jail MAT Learning Collaborative the two teams will be supported with integrated TA coordinated by the team coaches.

Commitment from Counties

Mandatory	Optional		
Participation in monthly coaching calls	Webinars		
Attendance at quarterly learning collaboratives	Discussion groups		



APPLICATION

Please fill out application and send to <u>MATinCountyCJ@healthmanagement.com</u>, along with any attachments (e.g., letters of support). A confirmation email will be sent within 5 business days to confirm receipt.

Please check which category your county is applying for:

- □ Technical Assistance/Coaching Only (please skip to Section 3)
- oxtimes Participation Stipend and Technical Assistance/Coaching



Entity's Legal Name	Monterey County Behavioral Health
Doing Business As (If Applicable)	
Street Address	1270 Natividad Road
City, State, Zip / Country	Salinas, CA 93906
Mailing Address, If Different	
Email Address	SandovalMR@co.monterey.ca.us
Main Telephone Number	(831) 784-2170

Section 1: Entity Information

Section 2: Entity Representatives

	ChampionAuthorized SignatoryIndividual leading this initiative in the countyIndividual authorized to sign on behalf of the appli		Authorized Signatory idual authorized to sign on behalf of the applicant entity
Name	Marni R. Sandoval, Psy. D	Name Elsa Mendoza Jimenez, MPH	
Title	Deputy Director of Behavioral Health, Child and Adolescent Services, Monterey County	Title	Director of Health Services, Monterey County
Email	SandovalMR@co.monterey.ca.us	Email	JimenezEM@co.monterey.ca.us
Phone	(831) 784-2170	Phone	(831) 755-4500

Section 3: Child Welfare and/or Juvenile Justice Team Roster

Please check your team category:

 \boxtimes Child Welfare

 \Box Juvenile Justice

To assist you in forming your team, please consider these two key roles.

- a. **Sponsor:** a person who introduces and supports a proposal; an individual with the leadership authority and responsibility to assure change is implemented. The Sponsor does not typically regularly attend each team meeting (and does not need to be listed below as a team member) but stays in touch with activities of the team and is available and willing to intercede when the team needs to correct course.
- b. Champion: Individual(s) with a direct role within an organization that volunteers or is selected to facilitate change. The Champion leads the change initiative and, in this case, is the primary leader (or co-leader) of the Drug Court MAT Child Welfare/Juvenile Justice team.

Team members (minimum four, including the Champion). Must include person from each category 1 - 4. Please denote a champion(s) in the last column.

Role	Name	Title	Agency	Email	Champion?
1. Required : Judge from Youth or Dependency Court or Designee(s)	None at this time. Please see previous year's				

If applying for Child Welfare, fill out table below (Juvenile Justice on next page):



		application for details.				
2.	Required : Child Welfare Agency Supervisor and/or Designee(s)	1. Douglas Southard	1. Interim Deputy Director of Family and Children's Services	1. Monterey County Department of Social Services	1. SouthardDR@co.monterey.ca.us	
		2. Mary Lou Gomez	2. Front Line Emergency Response Worker	2. Monterey County Department of Social Services	2. GomezM2@co.monterey.ca.us	
3.	Required: Probation Leadership and/or Designee(s)	Greg Glazzard	Juvenile Probation Division Director	Monterey County Probation	GlazzardGG@co.mo nterey.ca.us	
4.	Required: County SUD Agency Leadership and/or Designee(s)	1. Marni R. Sandoval, PsyD 2. Lindsey O'Leary	 Deputy Director BH for Children's Services Deputy Director BH for SUD Services 	Monterey County Health Dept., Behavioral Health Bureau	 SandovalMR@co.monterey.ca.us OLearyLM@co.monterey.ca.us 	1. Yes
5.	Recommended: Key Hospital Staff and/or Outpatient SUD Provider(s) Staff	Dr. Reb Close, MD	Emergency Physician and Lead Clinical Physician, Monterey County Prescribe Safe	Community Hospital of the Monterey Peninsula	reb.close@chomp.org	
6.	Parental Lawyer Representative	Paddy Grinstein	Parental attorney	Court contracted attorney		
7.	Treatment court substance use treatment practitioner	Kelley Molton	Behavioral Health Services Manager	Behavioral Health	MoltonK@co.monterey.ca.us	
8.	First 5 representative	Oscar Flores	Senior Programs Manager	First 5 Monterey	oscar@first5mont erey.org	
9.	Other	1			1	1

Did your team participate in the previous County Touchpoints Child Welfare Learning Collaborative?

 \boxtimes Yes

 \Box No



Role	Name	Title	Agency	Email	Champion?
and/o	nile ation ership				
Agen Leade and/o	ty SUD cy ership				
3. Requ Juver Deter Facili Leade	nile ntion				
4. Requ Juver Deter Facili Healt Staff	nile ntion				
Judge Youth Depe Court	ndency				
6. Other	r				
7. Other	r				
8. Other	r				
9. Other	r				



Section 4A: Application Proposal (new and returning counties)

Provide a brief description of what the County plans to address with this project.

Monterey County has extremely effective collaborative partnerships between Behavioral Health, Child Welfare, Juvenile Probation, the Office of Education, and the presiding Judges. While we have made some progress in addressing the Substance Use Disorders (SUD) present for the families and youth we jointly assist, we believe much more could be done to develop an effective coordinated approach to addressing this locally.

Substance use disorders (SUD), including Opioid Use Disorders (OUD) and Methamphetamine Use Disorders, are present at staggering rates within our local child welfare families and juvenile justice population. We have observed substance use leading to increased mental health problems and frequent reduced involvement with mental health treatment participation as well as overall increased risk for recidivism and negative outcomes. Currently within Monterey County there are limited options for youth outpatient SUD treatment and no residential options.

Monterey County joint child serving agencies have worked to increase agency knowledge of the substance use challenges and impacts facing the youth and families. However, developing a network of support and treatment for the youth with substance use disorders in Monterey County has been challenging. Our joint agencies are faced with limited resources (finance and personnel) and the current COVID-19 pandemic has created an additional layer of challenge. Unfortunately, our Courts are currently so under resourced that the Judicial Leadership is unable to commit to having a presiding judge participate in this Learning Collaborative. The Monterey County Court has established a process for investigating and assessing any new significant undertakings related to Collaborative Court programs which involves Engagement of the Collaborative Courts Steering Committee. After review by judicial leadership, the Court indicated that it does not appear to be an optimal time or circumstance for the Court to participate in this Learning Collaborative effort. In the current and foreseeable environment, the Court must be very prudent in considering any commitment of available resources. The Courts have indicated their willingness to consider future opportunities should their resource situation improve, and they remain committed to continuing to work with the Behavioral Health Bureau and other County partners on these efforts.

Despite these challenges, Monterey County joint child serving agencies have collectively committed to working together to build an effective local Level of Care system for SUD treatment for youth. We have been grateful to benefit from participation in 2021-22 Learning Collaborative and technical assistance and have been able to make progress on local data collection with the support of the program. However, we still have a significant amount of work to do to actualize the outcomes described in our project application and would benefit from the continued support of the Learning Collaborative and technical assistance.

List three desired outcomes from participation in this project.

The overall goal of participation in this Learning Collaborative is to support the joint agencies within our county in determining exactly what will be the best local approach to addressing this crisis. This would include the following outcomes:

- 1. Identify, collect, and analyze local data to inform our specific County SUD challenges and needs
- 2. Collectively determine, with support from State experts, how we can best maximize the resources we already have to better coordinate and address this crisis
- 3. Create a Monterey County Inter-agency strategic plan for an effective coordinated level of care system for SUD treatment for youth and their families.

Section 4B: Application Proposal (new counties only)

Local Opioid Coalition

1. Does your County operate a Local Opioid Coalition? \Box YES \Box NO

If yes, briefly describe how this project will interface with the Coalition.



Past Participation in state-funded MAT Projects

2. Has your county participated in any of the following state-funded MAT projects in the past two years?

	Yes	No	Not Sure
Expanding Access to MAT in County			
Criminal Justice Settings			
Mother-Baby Substance Exposure			
Initiative			
Transitions of Care in OUD Treatment			
Tribal MAT Project			
Other (please name):			

Pregnant/Parenting Persons with OUD

Has funding targeted to treatment of pregnant/parenting persons with Opioid Use Disorder or other problem substance use been awarded to child welfare, courts, AOD treatment agency, probation, or other agencies in this county in the past three years? (May be from a variety of state, federal, and private funders.)

 YES
 NO
 NOT SURE

If yes, please briefly describe the funder, funded agency, and funding objectives for each.



Section 5: Letters of Support

To apply for a participation stipend, counties must complete the following:

- 1. Submission of completed county team application, including letters of support from:
 - New counties only:
 - 1. Presiding Judge for Youth/Dependency Court
 - 2. County Probation letter from the agency leadership
 - 3. Child Welfare Agency letter from the agency leadership
 - New and returning counties: Requires a letter of support from Sheriff representing the Jail and/or an appropriate Drug Court representative with their application *if no entity applying for Jail MAT or Drug Court Implementation Grant in same county.*