

# California Medication Assisted Treatment (MAT) Expansion Project

## Memorandum of Understanding

MOU Number: 2023-019

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant  
*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 March 1, 2024 through June 30, 2025 (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 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 Implementation Grant”) pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the “DHCS Agreement”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Funding Program 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:** Applicant Agency has opportunity to receive up to \$85,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement to achieve the following objectives:
  - The goal and objectives of the Monterey County Jail Medical Assisted Treatment (MCJMAT) program is to be able to provide community-based intervention type services in a correctional facility setting to individuals 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.
  - The MAT Deputy will stress role modeling and overseeing the daily activities and communications between staff and the incarcerated persons within the jail, and community of the MAT program. Daily, the MAT Deputy, with the support of the clinical staff, will help develop a strong sense of community and will help organize structure and behavior modification programs with strict behavioral expectations and corresponding rewards or sanctions. The rewards or sanctions are applied jointly by MAT staff who act as role models for the incarcerated persons. The MAT Deputy will also be responsible for the coordinating of the incarcerated persons discharge into the community MAT programs, and Sober Living Environment programs.

Specific grant activities will be:

- MCJMAT will accept referrals internally from the jail, and from those that are already in a MAT program in the community. Not require medical clearance prior to admission but rather assessment and support for medical stability while in the program. MCJMAT has designed services

to address mental health and substance use issues. We continue to assess physical health needs and deliver care for most minor physical health challenges with an identified pathway to transfer the individual to more qualified medical services if needed.

- We would like to be staffed with a multidisciplinary team capable of meeting the needs of individuals: a. Psychiatrists or psychiatric nurse practitioners (telehealth may be used) b. Nurses c. Licensed and/or credentialed clinicians capable of completing assessments, and provide group therapy, or individualized treatment. d. Full-time Deputy for direct supervision working with the inmate/patients as a liaison community/provider resource, an advocate connecting the inmate/patient to the outside for smooth transition and continuity of care.
- MCJMAT will be structured in a manner that offers capacity to accept referrals, understanding that facility capacity limitations may result in occasional exceptions when full. Screen for suicide risk and complete comprehensive suicide risk assessments and planning when clinically indicated; and screen for violence risk and complete more comprehensive violence risk assessments and planning when clinically indicated. To fully align with best practice guidelines, the In-Custody MAT program will meet the minimum expectations to function as a 24-hour receiving crisis and stabilization unit, and a support efficient connection to needed resources; provide supplemental programs to educate and promote self-care, and coping skills. We will coordinate connection to ongoing care for continuity of care, transition to the community. This grant will help us create a Transitions Counselor position that would be dedicated to the MAT program working alongside the MAT Deputy focusing on transitioning our incarcerated persons to outside resources, and community-based programs.

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: MAT in Jails and Drug Courts Learning Collaborative: Jail MAT Implementation Grant 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.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim 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	1410 Natividad Road
City, State, Zip	Salinas, CA 93906
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>
Chief Timothy Lanquist	Sheriff Tina M. Nieto	Charles DaSilva
Chief	Sheriff-Coroner	Programs Manager II

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute 50% of the full grant amount (\$42,500.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement. The second half of the grant will be paid upon adherence with quarterly data submissions. 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 in 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. 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. 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 2501 Woodlake Circle, Suite 100, Okemos, MI 48864; or (b) the Applicant Agency at 1410 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. 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 \_\_\_\_\_

Applicant Agency must submit a completed IRS Form W-9 and direct deposit form with the signed agreement. Funds will be paid via electronic fund transfer.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-019 to be executed by its duly authorized representative on the day and year written below:

County of Monterey

Approved as to Form

\_\_\_\_\_  
County Counsel

Approved as to Fiscal Provisions

\_\_\_\_\_  
Auditor-Controller

**APPLICANT AGENCY:**

**Monterey County Sheriff's Office**

By: \_\_\_\_\_  
(SIGNATURE)

Name: Tina M. Nieto

Title: Sheriff-Coroner

Date: \_\_\_\_\_

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**SUB-RECIPIENT:**

**HEALTH MANAGEMENT ASSOCIATES, INC.**

By: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_