**California Medication Assisted Treatment Expansion Project Memorandum of Understanding**

MOU Number: 2018-019

Contract Title: MAT in County Criminal Justice Systems

THIS AGREEMENT (the “**Agreement**”), **shall be effective this October 1, 2018 through** December 31, 2019 **(“Term”).**

BY AND BETWEEN Siskiyou County Health and Human Services Agency, Public Health

(the “**Lead Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Lead 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 “STR Opioid Grant”) pursuant to the [18-95362 “MAT in County Criminal Justice between DHCS and the Sub-Recipient (the “DHCS Agreement”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute up to $25,000 from the STR Opioid Grant to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “Distribution Purpose”); and

WHEREAS, the Lead Agency is contracting with the Sub-Recipient on behalf of the county’s County Team (as defined in the DHCS Agreement), which will collectively spend the distribution from the Sub-Recipient in compliance with the Distribution Purpose.

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

1. LEAD AGENCY OBLIGATIONS: To be eligible to receive funds from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement, the Lead Agency must comply with the requirements of this Agreement (including any participation requirements contained in ***Exhibit A***, which are provided in a separate document and incorporated as part of this Agreement), the STR Opioid Grant, the Sub-Recipient Agreement, and any applicable federal, state, and local laws.
2. DISTRIBUTION OF FUNDS; REPAYMENT OF FUNDS: $12,500 of the total amount will be distributed to the Lead Agency upon execution of this Agreement. Prior to the Sub-Recipient distributing of remaining funds to the Lead Agency, the Lead Agency must demonstrate to the Sub-Recipient’s satisfaction that the County Team has complied with the following requirements: (a) participation in in-person Learning Collaborative sessions in September and November 2018 and written intent to participate in up to two additional Learning Collaborative sessions in 2019 (as detailed in Exhibit A); (b) participation in monthly coaching calls (as detailed in Exhibit A); and (c) informing Sub-Recipient of how it will spend the distributed funds, in writing, no later than December 1, 2018. After December 1, 2018 and upon compliance with these requirements, the Sub-Recipient will distribute the remaining $12,500 to the Lead Agency. If Sub-Recipient reasonably determines that the Lead Agency and/or County Team has not fulfilled the requirements of this Agreement, then Sub-Recipient shall, in its sole discretion, withhold the distribution of funds to the Lead Agency. In the event the Lead Agency and/or County Team spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Lead Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
3. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF LEAD AGENCY RECORDS: The Lead Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Lead 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 Lead Agency will complete and such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Lead Agency, on behalf of the County Team, 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 Lead 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.
4. 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 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Lead Agency at 810 S. Main Street, Yreka, CA 96097. 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.
5. 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 Lead Agency shall promptly notify the Sub-Recipient of any claim against the Lead Agency or County Team that relates to the Lead Agency or County Team’s performance under this Agreement.
6. DEBARMENT AND SUSPENSION. On behalf of the County Team, the Lead Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that the County Team and its principles and key personnel:
   1. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
   2. 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:
      1. 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;
      2. Violation of a Federal or State antitrust statute;
      3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
      4. False statements or receipt stolen property.
   3. 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.
   4. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, Lead Agency and Sub-Recipient have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

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

RAY A. HAUPT, CHAIR

Board of Supervisors

County of Siskiyou

State of California

ATTEST:

COLLEEN SETZER

Clerk, Board of Supervisors

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy

SUB-RECIPIENT: Health Management Associates, INC

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

Kelly Johnson, Vice President

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

Bruce Gould, Vice President, CFO and Secretary

License No.:\_\_\_\_\_NA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers.  The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_NA\_\_\_\_\_\_\_\_\_

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

TBD TBD 542700

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*