

California Medication Assisted Treatment (MAT) Expansion Project

Memorandum of Understanding

MOU Number: 2023-016

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 June 1, 2023 through June 30, 2025 (the “**Term**”).

BY AND BETWEEN Siskiyou County HHS, Public Health Division – Correctional Health Services (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:
 - Continue to provide direction and support of the program.
 - Continue to provide advanced education and updated resources.
 - Continue to support the Discharge Planner.
 - Continue to provide SUD counseling inside the jail.
 - Begin to analyze data to identify trends and how to make adjustments for positive results. One of the areas that CHS could use help is hiring a non-medical staff to take on the data entry and writing of policy, keeping up with statistical reports, and providing support to the medical team. The medical team have found this aspect of the MAT program overwhelming with all the duties they have to do on a day-to-day basis in the jail.

Specific grant activities will be:

- MAT Case Manager within the Jail
- Continued funding for SUD counselor to provide services within the jail
- Injectable medications to be administered while incarcerated
- Purchase of medications with less diversion capability and less work on nursing staff
- Purchase of incentives to get stakeholders to attend CQI MAT meetings (i.e., food, beverages)
- Continued purchase of MAT educational supplies for Inmate population

- Updated data analysis software to identify trends
- Hiring of personnel for input of data, reporting, and clerical duties

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	Siskiyou County HHS, Public Health Division – Correctional Health Services
Doing Business As (if applicable)	
Street Address	810 S. Main Street
City, State, Zip	Yreka, CA 96097
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>
Shelly Davis	Shelly Davis	Angela Davis
Director of Correctional Health Services	Director of Correctional Health Services	County Administrator Officer
sdavis@co.siskiyou.ca.us	sdavis@co.siskiyou.ca.us	adavis@co.siskiyou.ca.us
530-598-6960	530-598-6960	530-842-8008

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 by October 31, 2023, contingent 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 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant 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.
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 X 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
X Paper check Name of Payee County of Siskiyou
Mailing Address 810 S. Main Street, Yreka, CA 96097

(SIGNATURES BELOW)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Health Management Associates,
Inc.

Date: _____

Kelly Johnson, CAO

Date: _____

Bruce Gould, Vice President, CFO and Secretary

License No.: N/A
(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. N/A

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>
2111	401081	540800

If not to exceed, include amount not to exceed: \$85,000.00