

California Medication Assisted Treatment Expansion Project

Memorandum of Understanding

MOU Number: 2018-010

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 Nevada County Behavioral 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 950 Maidu Avenue, Nevada City, CA, 95959. 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:
 - 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.
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, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

LEAD AGENCY:

Nevada County Behavioral Health

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

Expanding MAT in County Criminal Justice Settings: A Learning Collaborative

A Joint Effort of the California Department of Health Care Services Medication Assisted Treatment Expansion Project and Health Management Associates



June 2018



IMPORTANT DATES

Program Duration

June 2018 - March 2019*

*May be extended, pending additional federal funding

Informational Webinar (optional)

June 29 2018, 10:00 a.m. PT

Application Deadline

July 13, 2018, 5 pm PT

Awards Confirmed

August 3, 2018

In-Person Learning Collaborative #1

August 14, 2018
in Sacramento

In-Person Learning Collaborative #2

November 2018
Date and location TBD

In-Person Learning Collaborative #3

February 2019
Date and location TBD

PARTICIPATION AT A GLANCE

Who is eligible to participate?

This technical assistance program is available to teams from all California Counties interested in developing or expanding access to Medication Assisted Treatment (MAT) for opioid addiction in their jails and through their drug court systems (if applicable). Teams will begin at different points in access to MAT and need not end at the same point. However, teams must demonstrate interest in expanding access to at least two forms of MAT for opioid use disorder (naltrexone, methadone, disulfiram, Vivitrol, buprenorphine) in order to be eligible.

County Teams must commit to participating for the duration of this Learning Collaborative. It is currently scheduled for August 2018 – March 2019 and may be extended pending additional federal funding. The Learning Collaborative includes three in-person training sessions, monthly coaching calls, webinars, podcasts, and other support.

Each team must identify a lead entity and a “Champion” from that entity to serve as the point person throughout the project.

Funding to County Teams

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to off-set compensation for the person designated as the Team Champion.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses in jail and in the community.

How does a team apply to participate?

The application is simple. [Download it here](#). Follow the instructions and refer to the guidance in this program summary. Submit completed application via email by **5 pm PT on Friday, July 13, 2018**.

Where can I find more information?

Join us for an optional Informational Webinar on June 29, 10:00 a.m. to hear a detailed description of the program and ask questions. [Register here](#) for the webinar.

Also, check the Frequently Asked Questions which will be regularly updated and posted [here](#). Submit any other questions to MATinCountyCJ@healthmanagement.com



INVITATION TO PARTICIPATE

Expanding MAT in County Criminal Justice Systems: A joint effort of the California Department of Health Care Services (DHCS) and Health Management Associates (HMA).

PROGRAM BACKGROUND

The United States faces an epidemic of opioid addiction and overdose deaths. Drug overdose is now the leading cause of accidental death in America. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.8 million people in 2013 had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder (OUD) related to heroin use.

In April 2017, SAMHSA awarded the State Targeted Response to the Opioid Crisis (Opioid STR) Grant to DHCS. The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for OUD. California's Opioid STR grant project is the California MAT Expansion Project.

MAT is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detox (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat SUD. MAT in correctional settings has been proven to lower mortality on release: the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of their MAT program (which offers all MAT options – buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates.

In addition, detainees receiving methadone continuation during incarceration are three times less likely to receive disciplinary tickets than those in forced methadone withdrawal and are also four times more likely to engage with community treatment after release.

According to SAMHSA, the ultimate goal of MAT is full recovery, including the ability to live a self-directed life. This treatment approach has been shown to:

- Improve patient survival
- Increase retention in treatment
- Decrease illicit opioid use and other criminal activity among people with substance use disorders
- Increase patients' ability to gain and maintain employment
- Improve birth outcomes among pregnant women with substance use disorders

Treating OUD in jails presents unique challenges, and practices in treating OUD vary widely across California's jails. As MAT treatment becomes more prevalent in community settings, more detainees



are appearing at jails under treatment with methadone and buprenorphine. Many others are found to have an OUD while incarcerated and are willing to accept treatment. Decisions about maintaining methadone or suboxone treatment in jail and about initiating MAT treatment during incarceration must be carefully vetted. Assuring county priorities for OUD treatment and jail priorities for public safety and contraband are balanced is essential. Implementation policies must also be crafted to optimize treatment while safeguarding the medications from abuse. Also, treatment started in the jail setting must be accessible upon release, so treatment must be developed in concert with the community's outpatient drug treatment system.

Similarly, drug courts, probation, prosecutors, and defenders must understand where MAT fits within sentencing and release decisions in a county, if and how MAT is provided in the jails, and precisely how, when, and where detainees can access community MAT services upon release from jail or in lieu of jail.

This MAT in County Criminal Justice Systems Learning Collaborative will prepare County Teams to improve and expand access to MAT throughout the state in local jails, drug courts, and/or criminal justice diversion programs. The project will broaden county knowledge and understanding of MAT and its place in the criminal justice system, increase the use of MAT using evidence-based and emerging promising practices, and promote a county culture that supports MAT in jails and drug courts. It will also build data systems that capture and quantify the use of MAT and its outcomes for justice-involved individuals. For the purposes of this Learning Collaborative, MAT includes:

- Methadone liquid or tablets
- Buprenorphine (Suboxone, Subutex, or other brands in oral, film, or injectable formulations)
- Naltrexone oral tablets (for Opioid Use Disorder and/or alcohol addiction)
- Long-term naltrexone injection (Vivitrol)
- Naloxone for the reversal of overdoses

FUNDING TO COUNTY TEAMS

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to offset compensation for the person designated as the Team Champion. Funds will be disbursed in two lump sums, at the project start and mid-way, pending sufficient County Team participation in the Learning Collaborative. The funding will be provided to the lead agency for dispersion as the County Team specifies.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses, using the state's discounted purchasing program.

PROGRAM STRUCTURE AND SUPPORT

Participation in the Expanding MAT in County Criminal Justice Systems Learning Collaborative will occur August 2018 - March 2019 (and possibly beyond, depending on federal funding). The project will provide detailed technical assistance to County Teams customized to their specific needs and objectives in developing or expanding MAT services in their counties.

During the project period, participants have access to the following program benefits and activities:



Three in-person Learning Collaboratives: Each will be two half-day sessions (afternoon the first day and morning the next). Content will provide training from state and national experts on best practices in expanding MAT in jails and drug courts, peer presentations and discussions to learn from each other and sharing best practices, in-depth discussions on specific topics, and facilitation of discussions within each team. The sessions will also provide guidance on developing county-specific measures to track the outcomes of MAT expansion, including engagement in community treatment, recidivism, overdose deaths in the population receiving MAT through criminal justice settings, and more.

Monthly coaching calls: The HMA team will confer with each team every month to track progress and provide technical assistance, coaching, and facilitation as the teams develop and implement plans to expand MAT.

Topic-specific webinars and podcasts: These will be tailored to the needs identified throughout the project.

A project website that will include Resource Library and Group Mailing Lists/Discussion

Groups: Participants will have unrestricted access to the project website that contains sample policies and procedures, MAT literature, MAT research, the hosted webinars and podcasts, and other information. County Team members will be able to communicate with one another to discuss the selection of Webinar, Podcast, and technical assistance and training topics and converse on topics of interest.

Access to the Project Advisory Group: The project will engage an Advisory Group, who will participate in the Learning Collaboratives and be available through the project. Along with DHCS and CMA, additional members will be drawn from key state associations and other organizations involved in criminal justice and/or addressing the opioid epidemic, including but not limited to:

- California Board of State and Community Corrections
- California Consortium for Urban Indian Health
- California Health Care Foundation
- California Opioid Maintenance Providers
- Chief Probation Officers of California
- California Rural Indian Health Board
- California State Association of Counties
- California State Sheriffs' Association

Best practices in treating OUD in special populations within the criminal justice system: This will include youth, pregnant women, Native Americans, and those with co-occurring mental health disorders.

Technical assistance and training on developing and implementing data collection measures:

This will assist with capturing participation and recidivist rates, along with other data, by county for persons with OUD in jail or through drug courts.



PARTICIPATION REQUIREMENTS

Applicant Counties are not required to operate drug courts. However, *applicant counties that operate one or more drug courts must address MAT in jail and the drug court.*

Each County Team must identify:

- **A Lead Organization** which will submit the application, accept and disburse the funds, and provide a single person as the Project Champion.
- **A Project Champion from the Lead Agency** who will serve as the primary contact for the project to other members of the Team, and for the Team to the Learning Collaborative. The Champion will coordinate scheduling monthly Coaching Calls, keep project records, and encourage active engagement of the full Team in all project activities.

Each County Team must consist of no fewer than five and no more than eight members. This includes:

Mandatory Members (any of which may serve as Project Champion)

1. A person from the county jail(s) responsible for health services. May be a health services administrator, nurse leader, or physician leader. Person must have deep knowledge of and, preferably, responsibility for, substance use disorders, medical, nursing, and/or mental health operations inside the jail.
2. A person from the jail custody system, preferably an administrative-level person with decision-making authority over custody operations.
3. A person from the county administrator's office, preferably an administrative-level person with knowledge of criminal justice programs.
4. If the County operates one or more drug courts, a person representing drug court, preferably an administrative-level person.

Optional Members Representing

- The County drug treatment program (Drug Medi-Cal ODS or other). *This position is not mandatory but is encouraged. It is a County program employee, not a treatment provider.*
- Probation Department
- District Attorney
- Public Defender
- Representative of the Local Opioid Coalition, if there is one

Application must identify each member by name and title and include a brief letter from the person's employer indicating support for the individual's participation in the year-long learning Collaborative.



PROJECT STAFF

DONNA STRUGAR-FRITSCH, BSN, MPA, CCHP has consulted for 15 years with prisons, jails, juvenile facilities, policy makers and correctional health vendors in correctional health care operations, best practices, and emerging trends. She has worked extensively with nursing, providers, and pharmacists on all aspects of medication practices in prisons and jails

Donna is currently working to bring many health care innovations and best practices that have developed in community settings into correctional settings. This is helping prisons and jails to better manage serious mental illness, substance use disorders, and chronic disease with new models of care and integration of behavioral health and medical care. She has lectured and written widely on this topic.

Donna is a nationally known expert in corrections and MAT. She is currently leading technical assistance efforts with the LA county jail system and took a delegation on site visits to Rikers Island and the Rhode Island Department of Corrections to view their exemplary SUD/MAT treatment programs. She is facilitating an informal network of providers and administrators from California counties interested in jail MAT implementation. She has also advised non-profit SUD providers and in transitioning from abstinence-only models of care to including MAT in treatment.

CAROL CLANCY, PSYD, MSW brings over 20 years of leadership experience in correctional mental health, recovery services, and in other public and nonprofit mental health settings. Carol's experience includes program design, development, implementation and oversight of service systems, budgets and policies. She has worked across and between service teams to develop and implement behavioral health and substance use disorder programs, from in-custody through re-entry, to assure a seamless continuum of care for mentally ill, justice-involved individuals and other vulnerable and at-risk populations.

Carol came to HMA from Maguire Correctional Facility/Maple Street Correctional Center in Redwood City, California. There, she oversaw all mental health and recovery programs in the county's two jails, including a residential SUD treatment program. She is also a surveyor with the Institute of Medical Quality, which is an accreditation body for health services in jails throughout California.

Carol is particularly adept at engaging positively at all levels of the justice system, including courts and attorneys, law enforcement, corrections, and probation, as well as behavioral health and substance use disorder systems and professionals. She collaborated with multiple county departments to facilitate the successful reintegration of justice-involved individuals into the community. She has worked closely with the courts on the development of a diversion program for seriously mentally ill misdemeanants.

Carol is currently working with the LA County Jails SUD project described above, and with several non-profit SUD treatment providers to manage the transition from abstinence-only treatment models to incorporating MAT and to comply with Drug Medi-Cal requirements.

ANGEL ARELLANO, LMFT spent the past five years at San Mateo County as a consultant on clinical cases for San Mateo County Sheriff's Office, Probation Department, and Parole Department, in which she determined level of care needs for those with mental health and substance use disorders, recommended behavioral interventions to manage crises and to assist with those who have decompensated in the community and in the County jails, and made recommendations on linkages to services. She developed and managed the Correctional Health Services Re-Entry Services program in San Mateo County jails and was the liaison for the Sheriff's Office Correctional staff, Adult Probation Department, Parole Department, the County Manager's Office, and Behavioral Health and Recovery Services.

The Daly City Police Department recruited Angel to develop and implement a Juvenile Diversion Program to provide treatment for adolescents and their families. Her years of program development, implementation, management, and consulting experience make her uniquely adept in partnering with law enforcement and County officials.

A JOINT EFFORT OF



California Department of Health Care Services Medication Assisted Treatment Expansion Project

DHCS has received over \$90 million under the federal 21st Century Cures Act to address the opioid crisis in California through the Medication Assisted Treatment Expansion Project.

The MAT Expansion Project aims to serve over 20,000 individuals with Opioid Use Disorders (OUD), prevent drug overdoses, and treat OUD as a chronic disease. The project focuses on populations with limited MAT access, including rural areas, American Indian and Alaskan Native tribal communities, and statewide access to buprenorphine.

The MAT Expansion Project consists of three main components:

1. The California Hub & Spoke System (CA H&SS);
2. The Tribal MAT Project; and
3. Prevention & Treatment Activities.

This Learning Collaborative, Expanding MAT in County Criminal Justice Systems, is funded under the MAT Expansion Project. For more information, go to <http://www.dhcs.ca.gov/individuals/Pages/State-Targeted-Response-to-Opioid-Crisis-Grant.aspx>

Health Management Associates (HMA) is a leading independent national research and consulting firm in the healthcare industry. Founded in 1985, today we are nearly 200 consultants strong and still growing. We help clients stay ahead of the curve in publicly funded healthcare by providing technical assistance, resources, decision support and expertise.

HMA operates offices in Sacramento, Los Angeles, the Bay Area, and across the country.
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