

# California Medication Assisted Treatment Expansion Project 2.0

## Memorandum of Understanding

MOU Number: 2019-010

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this April 1 through January 31, 2020 (the “**Term**”).

BY AND BETWEEN County of Nevada Behavioral Health

(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 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 an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts up to \$4 million aggregate from the STR Opioid Grant 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:** County of Nevada Behavioral Health has opportunity to receive up to \$110,000 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement for services that will increase the number of people in jail who are screened and treated for Opioid Use Disorder and for the following project activities:
  - a. Hiring a Substance Use Disorder counselor to provide assessment and treatment, and re-entry planning.
  - b. Hiring an Administrative analyst facilitate the County MAT in Jails meetings, and coordinate data collection.
  - c. Funding for a recovery residence for patients with SUD being released from jail.
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: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by January 31, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report by July 26, 2019; 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 by June 28, 2019.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	County of Nevada Behavioral Health
Doing Business As (if applicable)	N/A
Street Address	500 Crown Point Circle
City, State, Zip	Grass Valley, CA 95945
Mailing Address, if different	N/A

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>
Phebe Bell	Phebe Bell	Phebe Bell
Director of Behavioral Health	Director of Behavioral Health	Director of Behavioral Health
Phebe.bell@co.nevada.ca.us	Phebe.bell@co.nevada.ca.us	Phebe.bell@co.nevada.ca.us
(530) 470-2784	(530) 470-2784	(530) 470-2784

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will pay half of the grant amount (\$55,000) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. Distribution of the second half of the grant amount is subject to the Sub-Recipient's receipt and approval (in the Sub-Recipient's sole discretion) of the Interim Project Status Report and Financial Report. The Sub-Recipient will disperse the second half of the grant amount to the Applicant Agency by August 16, 2019, contingent upon receipt of funds from DHCS. 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 is 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. 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 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, 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.

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 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at 500 Crown Point Plaza, Suite 120, Grass Valley, CA 95945. 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.

(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:

**APPLICANT AGENCY:**

County of Nevada Behavioral Health

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

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

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

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

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**SUB-RECIPIENT:**

HEALTH MANAGEMENT ASSOCIATES, INC.

By: Kelly Johnson  
(SIGNATURE)

Name: Kelly Johnson

Title: Vice President

Date: 4/10/2019