

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.22
(ID # 10807)

MEETING DATE:

Tuesday, October 8, 2019

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Memorandum of Understanding with Health Management Associates, Inc. for the California Medication Assisted Treatment Expansion Project 2.0, Districts: All. [\$309,994] 100% State Funding

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) between Health Management Associates, Inc. and Riverside University Health System – Behavioral Health (RUHS-BH) for the California Medication Assisted Treatment Expansion Project 2.0 effective March 14, 2019 through January 31, 2020 in the amount of \$309,994; and
2. Authorize the Director of Behavioral Health or designee to sign ministerial amendments, certifications and reports made under the MOU and to administer the program.

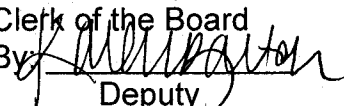
ACTION: Policy


Matthew Chang, Director 9/19/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$309,994	\$0	\$309,994	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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 (STR Opioid) Grant to the State of California Department of Health Care Service (DHCS) 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. DHCS subcontracted with Health Management Associates, Inc. to administer the California Medication Assisted Treatment (MAT) Expansion Project 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.

On December 4, 2018 (3.42), the Board approved the agreement between Health Management Associates, Inc. in the amount of \$25,000 to participate in the Expanding MAT in County Criminal Justice System Learning Collaborative.

In January 2019, RUHS-BH, with the support of the Assistant County Executive Officer of Public Safety and the Sheriff's Department, applied for and subsequently awarded the agreement with Health Management Associates, Inc. in the amount of \$309,994 to expand the newly developed Detention Behavioral Health MAT program. The program will provide daily or monthly MAT medication to detainees with an opiate or alcohol use disorder. Additional services provided will be individual and group substance use disorder counseling and discharge planning with referrals to MAT and substance use treatment programs in the community prior to release from custody and will be offered transportation to any program to which they are being treated. The contract was received August 5, 2019 after negotiations concluded; therefore, RUHS-BH is requesting the Board to ratify the agreement.

Impact on Residents and Businesses

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These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient funds in the department's budget and no County funds are required.



Brianna Lantajo, Management Analyst

10/1/2019



Gregory V. Priamos, Director County Counsel

9/26/2019

Medication Assisted Treatment Expansion Project 2.0 Memorandum of Understanding

MOU Number: 2019-014

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

THIS AGREEMENT (the "Agreement"), shall be effective this March 14, 2019 through January 31, 2020 (the "Term").

BY AND BETWEEN Riverside University Health System – Behavioral Health - Detention

(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:** Riverside University Health System – Behavioral Health - Detention has opportunity to receive up to \$309,994 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to expand the newly developed Detention Behavioral Health MAT program to provide daily or monthly MAT medication to detainees with and opiate or alcohol use disorder. Specific grant activities will be to hire full time LVN, SUD counselor, and supervising SUD counselor and a .25 FTE office assistant to conduct ASAM assessments, provide induction into MAT, administer MAT medication and supervision to optimize adherence, provide intensive individual SUD counselling and group SUD counseling, and provide reentry planning and transportation to post-incarceration SUD treatment.
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	Riverside University Health System – Behavioral Health - Detention
Doing Business As (if applicable)	NA
Street Address	3625 14 th Street
City, State, Zip	Riverside CA 92501
Mailing Address, if different	NA

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>
Brian Betz, PhD	Matthew Chang, MD	Amy McCann
Administrator – Detention Behavioral Health	Director – Behavioral Health	Assistant Director for Administration & Finance – Behavioral Health
bbetz@ruhshealth.org	Matthew.chang@ruhealth.org	amccann@ruhealth.org
951-955-1625	951-358-4501	951-358-6428

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will pay half of the grant amount (\$154,997) 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 3625 14th Street, Riverside, CA 92501. 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:

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE 3/19/19
ERIC STOPHER

APPLICANT AGENCY:

Riverside University Health System – Behavioral Health -
Detention

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: *Kelly Johnson*
(SIGNATURE)

Name: Kelly Johnson

Title: Vice President

Date: 3/18/2019