

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



ITEM: 3.53  
(ID # 24700)

MEETING DATE:  
Tuesday, June 25, 2024

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and approve Grant Award #2023-021 from Health Management Associates, Inc. for the MAT in Jails and Drug Courts Implementation Grant, All Districts. [\$85,000, 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Grant Award #2023-021 from the Health Management Associates (HMA) to accept funds for the California Medication Assisted Treatment (MAT) Expansion project in the amount of \$85,000, for the period of January 25, 2024 through June 30, 2025; and
2. Authorize the Director of Behavioral Health to sign documents related to Award #2023-021 and administer the grant. This authority shall include signature of necessary acceptance documents, agreements, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement and as approved by County Counsel.

ACTION:Policy

  
Matthew Chang, Director 6/10/2024

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 25, 2024  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 42,500	\$ 42,500	\$ 85,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% STATE</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-24/25</b>	

**C.E.O. RECOMMENDATION: Approve**

**BACKGROUND:**

**Summary**

Riverside University Health System-Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

Health Management Associates, Inc. (HMA), on behalf of the California Department of Health Care Services (DHCS) announced release of the MAT in Jails and Drug Courts Implementation Grant. RUHS-BH applied for funding and subsequently, received notification of award in the amount of \$85,000. The term for this project is January 25, 2024, through September 30, 2024, with the possibility of extending Technical Assistance (TA) and coaching through June 30, 2025. The project is funded by DHCS with general state funds as a program in DHCS' MAT Expansion Program. California MAT Expansion Project included grant funds to be distributed by HMA to participating county teams who will also receive TA and coaching. The goal of the project is to increase access to MAT in county jails, drug courts, and the child welfare/Juvenile justice systems. The objective is to improve coordination among all county agencies and providers who serve justice-involved county residents and to develop a bridge to further build system capacity to ensure access to effective treatment and recovery supports.

RUHS-BH will utilize the grant funding by ordering drug-testing supplies and purchase MAT medication (Suboxone and/or Sublocade) for those MAT participants who are in the program that do not have health insurance.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve Grant Award #2023-021 to accept funds from HMA on behalf of DHCS, in the amount of \$85,000, and authorize the Director of Behavioral Health to sign any future related documents and amendments.

**Impact on Citizens and Businesses**

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

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**Additional Fiscal Information**

There are sufficient appropriations in the Department's FY2023/24 budget. No additional County funds are required.

**Attachments**

Attachment A: Grant Agreement #2023-021

Attachment B: Budget and Attestation MAT in Jails and Drug Courts

  
Gregg Gu, Chief of Deputy County Counsel      6/12/2024

## Appendix A. Budget Template

Submit budget using the following table format. Add lines as necessary. Refer to sample calculations. Complete the budget narrative below the table.

BUDGET: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SYSTEMS				
COUNTY NAME: RUHS Behavioral Health				
<b>PERSONNEL</b>				
<b>Salary</b>				
Position Title	% FTE	Annualized Salary	Number of Months	Project Cost*
Subtotal Salary				
<b>Fringe Benefit Cost</b>				
Position Title	Fringe Rate			Project Cost**
Subtotal Fringe Benefit				
<b>Total Personnel (subtotal salary + subtotal fringes)</b>				
<b>CONTRACTOR/CONSULTANT</b>				
Position Title	Hours/month	Number months	Hourly rate	Project Cost***
<b>Total Contractor/Consultant</b>				
<b>TRAVEL EXPENSE</b>				
	Airfare or mileage	Lodging	Meals and other	Total Travel Cost
Person and travel description				
<b>Total Travel</b>				
<b>MEDICATION NAME</b>				
Medication name	Unit cost	# Units		Total
Sublocade Injections	\$2,016.00	42.16		\$85,000.00
<b>Total Medication Cost</b>				\$85,000.00
<b>OTHER COST</b>				

Supplies				
Equipment				
Other (describe) – IT System Enhancements				
Other (describe)				
Other (describe)				
<b>Total Other Cost</b>				
<b>INDIRECT (may not exceed 10%)</b>	Rate			Project Cost****
<b>TOTAL PROJECT COST^</b>				<b>\$85,000.00</b>

\* % (FTE x annualized salary)/12 months x # months

Example .8 FTE at \$60,000 per year for 7 months: (.8 x \$60,000)/12 x 7 = \$28,000

\*\* Project cost for salary x fringe rate

Example \$28,000 project cost for example above with fringe rate 32% = \$28,000 x .32 = \$8,960

\*\*\* Contractor project cost = hours per month x # months X hourly rate

Example 80 hours per month x 7 months \$125 per hour = \$7,000

\*\*\*\* Indirect cost = Indirect rate X cost to which it is applied

^ TOTAL PROJECT COST = Total of Yellow boxes: Personnel, Contractors, Travel, Medications, Other, and Indirect

### Budget Narrative

- For each line in the budget, provide a narrative description of the expense, in reasonable detail.
  - For staffing covered by these funds, describe the following for each position
    - Permanent, limited term, or contracted
    - Hiring and/or contracting timeframes
    - % FTE
  - If contracted, describe anticipated process and prospective pool of contractors
    - Location
    - Supervision
- For travel expense, provide detail on mileage (reimbursed at state rate of \$0.545 per mile), lodging, meals, cab fare, parking, plane fare, and all other expenses.
- For Indirect, detail the expenses on which indirect costs are applied.

## Appendix B. Attestation and Signature

Do you certify that the funding received by your organization from HMA would be allocated solely for the programmatic implementation of the Expanding Access to MAT in County Jails and Drug Courts?

YES  NO

Do you certify that the funding received by your organization from HMA would be allocated solely to increase access to treatment for persons presenting to the jail or drug courts with Opioid or Stimulant Use Disorders?

YES  NO

Do you certify that the individuals listed in this application budget (including employees, independent contractors, or third-party contractors) will receive the funding as outlined?

YES  NO

Do you certify that to the best of your knowledge, the information included in this application form, budget form, and back-up documents are complete and accurate?

YES  NO

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# California Medication Assisted Treatment (MAT) Expansion Project

## Memorandum of Understanding

MOU Number: 2023-021

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 January 25, 2024 through June 30, 2025 (the “**Term**”).

BY AND BETWEEN County of Riverside (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:
  - Purchase extended-release buprenorphine (i.e., Sublocade®) for medication-assisted treatment (MAT) participants who are in the program that do not have health insurance.

Specific grant activities will be:

- Funds will cover MAT costs for participants who do not have health insurance.

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	County of Riverside
Doing Business As (if applicable)	Riverside University Health System - Behavioral Health
Street Address	4095 County Circle Drive
City, State, Zip	Riverside, CA 92503
Mailing Address, if different	

<b>Primary Grant Director</b>	<b>Authorized Signatory</b>	<b>Contract Representative</b>
<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>
Marcus Cannon	Matthew Chang	Amy McCann
Deputy Director – Behavioral Health	Director – Behavioral Health	Behavioral Health Comptroller
<a href="mailto:Mcannon@ruhealth.org">Mcannon@ruhealth.org</a>	<a href="mailto:Matthew.Chang@ruhealth.org">Matthew.Chang@ruhealth.org</a>	<a href="mailto:AMcCann@ruhealth.org">AMcCann@ruhealth.org</a>
(951) 955-8217	(951) 358-4501	(951) 358-6428

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 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 4095 County Circle Drive, Riverside, CA 92503. 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 and direct deposit form with the signed agreement. Funds will be paid via electronic fund transfer.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-021 to be executed by its duly authorized representative on the day and year written below:

**APPLICANT AGENCY:**

**County of Riverside**

COUNTY COUNSEL  
Approved as to Form

By:  \_\_\_\_\_  
Deputy County Counsel

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

Name: Matthew Chang

Title: Director of Behavioral Health

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

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**SUB-RECIPIENT:**

**HEALTH MANAGEMENT ASSOCIATES, INC.**

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

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

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

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