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



ITEM: 3.54 (ID # 24706) MEETING DATE: Tuesday, June 25, 2024

FROM:

**RUHS-BEHAVIORAL HEALTH** 

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Grant Award# 2023-010 from Health Management Associates, Inc. for the California Medication Assisted Treatment Expansion Project, All Districts. [\$25,000, 100% State]

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Ratify and Approve Grant Award #2023-010 from the Health Management Associates (HMA) to accept funds for the California Medication Assisted Treatment (MAT) Expansion Project, in the amount of \$25,000, for the period of October 1, 2023, through June 30, 2025; and
- 2. Authorize the Director of Behavioral Health to sign documents related to Award #2023-010 and administer the grant. This authority shall include signature of necessary acceptance documents, exhibits, certifications and reports, agreements, and non-substantive amendments that otherwise do not increase or modify the agreement. Amendments shall be approved by County Counsel.

**ACTION:Policy** 

Matthew Chang
Matthew Chang, Director 5/1/2024

#### 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

Navs:

None

Absent:

None

Date:

June 25, 2024

XC:

**RUHS-BH** 

3.54

Kimberly A. Rector

Clerk of the Board

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,000	\$ 20,000	\$ 25,000	\$0
NET COUNTY COST	\$0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: 100% State			Budget Adju	stment: No
			For Fiscal Yo	ear: 23/24 - 24/25

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 California Department of Health Care Services (DHCS) announced the release of the MAT In Jails and Drug Courts Grant for Juvenile Justice. On July 15, 2023, RUHS-BH applied for funding to implement training for staff in Riverside County. Subsequently, RUHS-BH received the notification of award in the amount of \$25,000 for the period of October 1, 2023 through June 30, 2025 to serve the Juvenile Justice population. The project MAT in Jails and Drug Courts is funded by DHCS with general state funds as a program in DHCS' MAT Expansion Project. MAT In Jails and Drug Courts includes grant funds distributed to participating county teams by HMA who also receive technical assistance (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 program will improve coordination amongst county agencies and providers who serve justice-involved county residents and to build system capacity to ensure access to effective treatment and recovery supports.

The County will utilize the grant funding by identifying appropriate Detention and Drug/Collaborative Court staff to attend MAT trainings and educational conference(s). In addition, the funds will be used for MAT training to the Psychiatry Residency program, purchasing drug testing supplies.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve Grant Award #2023-010 to accept funds from HMA, on behalf of DHCS, in the amount of \$25,000, 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.

# **Attachment**

Attachment A: MOU Number: 2023-010

Jacqueline Ruiz
acqueline Ruiz, Principal Analyst
6/17/2024

Greser Su Chief of Meouty Counsel 6/11/2024

# California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding

MOU Number: 2023-010

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Participation Stipend –Juvenile

Justice

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 October 1, 2023 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 Participation Stipend") pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute stipends of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county (the "Distribution Purpose").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. <u>STIPEND AMOUNT AND INTENT</u>: Applicant Agency has opportunity to receive up to \$25,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement.
- 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: Child Welfare/Juvenile Justice Participation Stipend 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.

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	

Project Champion	Authorized Signatory	Contract Representative

Individual leading	Individual authorized to sign on	Individual responsible for
learning collaborative efforts	behalf of applicant agency	agreement processing
		and negotiation
Marcus Cannon	Matthew Chang	Bonnitta Garba
Deputy Director, RUHS	Director, RUHS Behavioral	Administrative Services
Behavioral Health	Health	Analyst II, Adult and
		Juvenile Detention
		Services
MCannon@ruhealth.org	Matthew.Chang@ruhealth.org	BGarba@ruhealth.org
(951) 955-8217	(951) 358-4501	(951) 955-1648

- 3. <u>DISTRIBUTION OF FUNDS</u>: The Sub-Recipient will distribute 100% of the full stipend amount (\$25,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement.
- **4.** <u>REPAYMENT OF FUNDS</u>: 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. 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. <u>LIABILITY</u>. 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.** <u>DEBARMENT AND SUSPENSION</u>. 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. <u>ENTIRE AGREEMENT</u>: 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. <u>AMENDMENT</u>: 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. <u>SEVERABILITY:</u> 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. <u>EXECUTION IN COUNTERPART</u>: This Agreement may be executed in multiple counterparts and by email or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

<b>14.</b> STIPEND ADMINISTRATION		
Is the Applicant Agency a public institution?	Yes	No
Applicant Agency must submit a completed	IRS Form W-9 with	the signed agreement.

Funds may be paid via electronic fund transf and submit the associated information.	er or paper check. Applicant agency must state preference
Electronic fund transfer Submit ACH bar	nking information with the signed agreement
Paper check Name of Payee Mailing Address	
(SIGN	ATURES BELOW)
IN WITNESS WHEREOF, each of the Parties has ca duly authorized representative on the day and ye	used this MOU Agreement 2023-010 to be executed by its ar written below:
	APPLICANT AGENCY:
COUNTY COUNSEL Approved as to Form	County of Riverside
By:	By:(SIGNATURE)
	Name: Matthew Chang
	Title: Director, RUHS Behavioral Health
	Date:
	SUB-RECIPIENT:
	HEALTH MANAGEMENT ASSOCIATES, INC.
	By:(SIGNATURE)
	Name:
	Title:
	Date: