# California Medication Assisted Treatment Expansion Project 2.0 Memorandum of Understanding

MOU Number: 2021-025

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

THIS AGREEMENT (the "Agreement"), shall be effective this July 1, 2021 through August 31, 2022 (the "Term").

BY AND BETWEEN Fresno County Sheriff's Office (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 "State Opioid Response 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 from the State Opioid Response 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: Fresno County Sheriff's Office has opportunity to receive up to \$80,000.00 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to achieve the following objectives (as written and submitted by Applicant Agency):
- The Fresno County Jail (FCJ) system incarcerates between 2500 and 3000 adult inmates who are awaiting trial or serving local sentences. Among the inmates, there is a high degree of substance use disorder (SUD) including those with an opioid use disorder (OUD). Fresno County currently holds a contract with a community vendors (BAART) to assist in treating jail inmates who are enrolled in medication assisted treatment (MAT) program prior to incarceration. Currently, those inmates who become incarcerated, and are not enrolled in a MAT program in the community, are not provided MAT services while incarcerated. Inmates who enter the jail with an opioid SUD are detoxified, under medical supervision, while in jail, and are not provided linkage to services upon discharge into the community. It is the objective of the Fresno County Jail, through the SOR grant, to increase the availability of MAT services to justice involved inmates in the FCJ. The services provided through SOR grant funding will provide support and services for incarcerated inmates in the FCJ with opioid use disorder. Services will be provided from intake into the FCJ and continue with a discharge plan, including linkage to community OUD providers, upon their release into the community.

Specific grant activities will be (as written and submitted by Applicant Agency):

• The SOR grant funds will allow the FCJ, through its medical and mental health provider Wellpath, to hire a MAT coordinator. The MAT coordinator will be responsible to identify OUD inmates upon

intake and enroll them in MAT services while incarcerated in the FCJ. Services will include enrolling inmates into the MAT program, linkage to jail providers for medication administration, induction in SUD programming, and providing discharge planning and a "warm hand-off" to community OUD providers post release. The MAT coordinator in the FCJ will be responsible for connecting patients in need with experienced medical providers for diagnosis, medication initiation and/or continuation, medication compliance, creating and tracking patient's treatment plan and progress throughout their incarceration within the facility. In addition, the MAT coordinator will introduce the patient into SUD programming, and create a plan for the patient's safe discharge from the facility. The MAT coordinator will also be responsible for completing a "warm hand-off" with community partners in the department of behavioral health, to ensure patients have continuation and safe medication management when re-introduced into the community.

2. <u>APPLICANT AGENCY OBLIGATIONS</u>: 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 State Opioid Response 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 August 31, 2022.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Project Status Report and 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	Fresno County Sheriff's Office
Doing Business As (if applicable)	
Street Address	2200 Fresno Street
City, State, Zip	Fresno, CA 93717
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
Individual leading	Individual authorized to sign	Individual responsible for
implementation of the grant	on behalf of applicant agency	agreement processing and
		negotiation
Steve McComas	Margaret Mims	Maria Rubio
Assistant Sheriff	Sheriff	Account Clerk III
stephen.mccomas@fresnosheri	margaret.mims@fresnosherif	maria.rubio@fresnosheriff
ff.org	f.org	.org
559-600-8145	559-600-8800	559-600-8596

3. <u>DISTRIBUTION OF FUNDS</u>: The Sub-Recipient will distribute 50% of the full grant amount (\$40,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. The second half of the grant will be paid on receipt of a satisfactory Interim Grant Report from the

Applicant Agency, due January 15, 2022. 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.** <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. 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 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 2200 Fresno Street, Fresno, CA 93717. 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. 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 email 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 No  If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.	
Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preferent and submit the associated information.	ıce
_ Electronic fund transfer Submit ACH banking information with the signed agreement	4

 Paper check	Name of Payee Mailing Address_	 

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2021-025 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:
Fresno County Sheriff's Office
By:(SIGNATURE)
Name: Margaret Mims
Title: Sheriff
Date:
SUB-RECIPIENT:
HEALTH MANAGEMENT ASSOCIATES, INC.
TIEAETT WANAGEWENT ASSOCIATES, INC.
By:
(SIGNATURE)
Name:
Title:
Date:

#### PROGRAM DESCRIPTION

The California Department of Health Care Services (DHCS), under its federal funding for the State Opioid Response "Medication Assisted Treatment Expansion Project 2.0" has provided funds to be distributed to all county teams participating in the project Expanding Access to MAT in County Criminal Justice Settings. Funds are provided under DHCS's SOR 2 project for the period February 2021 – August 2022. The table below provides the maximum funding allocated to each eligible county.

\$80,000	\$70,000	\$60,000	\$50,000
Alameda	Kern	Humboldt	Del Norte
Contra Costa	Monterey	Imperial	Inyo
	Placer		
Fresno	San Mateo	Kings	Lassen
		Marin	
Orange	Santa Barbara	Napa	Mariposa
Riverside	Ventura	San Luis Obispo	Mendocino
Sacramento		Santa Cruz	Mono
San Bernardino		Shasta	Nevada
Santa Clara		Yolo	Plumas
			Siskiyou
			Sutter
			Tehama

#### GRANT APPLICATION AND ADMINISTRATION

- Applications may be submitted at any time upon the approval of the Project Director via email.
- Grant decisions will be made within 14 days of receipt of application.
- A Memorandum of Understanding (MOU) will be issued between Health Management Associates and the grantee within 7 days of grant approval.
- 50% of grant award will be paid upon receipt of a fully executed MOU.
- Remainder of award will be paid on receipt of satisfactory interim report as specified in the MOU and contingent on submittal of quarterly Jail MAT data.
- Grant funds must be spent by August 31, 2022.

In order to expedite approval of MOU by County Board of Supervisors (if applicable), applicants are strongly encouraged to provide Boards with "intent to fund" information when applications are submitted and to take any other steps that can expedite local approval.

#### **FUNDING OBJECTIVES**

Funds are intended to expedite program maturation and sustainability of local access to MAT and other treatments for Opioid Use Disorder and Stimulant Use Disorder through jails, drug courts, and the local justice system. Funding priorities include:

- Improving withdrawal management in jails to comply with ASAM guidelines
- Increasing naloxone distribution to persons in justice system
- Building outcome measures to track MAT recipient's engagement in community treatment and recidivism upon release
- Building jail and/or court-based treatment and contingency management programs for stimulant users
- Increasing access to MAT and stimulant assessment and treatment for persons with co-occurring Serious Mental Illness (SMI)
- Continuation of current MAT expansion activities while sustainable funding is secured

As each county has unique circumstances, there is flexibility in the use of funds so long as funds support the stated objective and meet federal and state funding restrictions.

#### **ELIGIBLITY REQUIREMENTS**

Only one agency may apply from each team. To be responsive to unique county needs, any agency represented on the County Team is eligible to be the applicant for the funds.

An entity from any participating county is **only eligible for this grant if the jail has submitted all required jail MAT data from January 2020 through the month ending 30 days prior to this grant application submittal.** Data must include all the elements included in the table provided in this application. Jail MAT data reporting form is included in the application. This data will be aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

Eligibility is contingent upon the following:

- 1) Submission of completed county team application
- 2) Confirmation by assigned coach of:
  - a. county core team members' agreement to team participation;
  - b. agreement among team members on implementation plan and use of grant funds;
  - c. reasonable implementation/action plan with dates, deliverables, and responsible parties
- 3) Data provided by county jail(s) as specified above.

#### **FUNDING DECISIONS**

HMA and DHCS reserve the right to approve or deny funds under this grant and to recoup unspent funds during the grant period if reporting requirements are not met and after the grant period ends.

#### ELIGIBLE AND INELIGIBLE EXPENSES

Refer to the communication from DHCS appended within this document regarding eligible and ineligible expenses under this grant. All information from DHCS is applicable to this grant with one exception:

• Grantees may claim up to 10% indirect cost under this grant, as opposed to the 5% allowance in the DHCS communication. This is reflected in the budget form.

#### FEDERAL AND STATE OF CALIFORNIA REGULATIONS/FUNDING

Agreements are subject to the approval of and the receipt by HMA of funding from the State of

California's Department of Healthcare Services (DHCS). DHCS' funding of the Expanding MAT in County Criminal Justice Program is federal pass-through money from the Substance Abuse and Mental Health Services Administration (SAMSHA), a branch of the U.S. Department of Health and Human Services (DHSS). Accordingly, site agreements will include standard federal rules and regulations, notably 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards., and applicable rules and regulations from the State of California. HMA will incorporate the applicable federal and state rules and regulations into the terms and conditions of the agreements.

#### SUBMITTAL REQUIREMENTS

Applicants must submit the following completed forms via email to the HMA coach any time after approval has been received from the project director via email.

- Application Form
- Project Budget

Coaches will send a confirmation email upon receipt of the application.



## California Medication Assisted Treatment Expansion Project: Allowable Expenditures

Updated September 2020

The following information is intended to provide California Medication Assisted Treatment (MAT) Expansion Project contractors with a general list of allowable activities and expenditures under California's State Opioid Response (SOR) grant. For information on what is allowable under federal grants, please see <u>45 CFR Part 75</u>. For questions regarding specific allowable and unallowable activities and expenditures, please email us at <a href="mailto:DHCSMATExpansion@dhcs.ca.gov">DHCSMATExpansion@dhcs.ca.gov</a>.

#### **Terms & Conditions of SOR Grant Funding**

- Grant funds should only be used when no other funding source exists. Grant funds for allowable expenditures can only be utilized for: (1) services directly attributable to the MAT Expansion Project; (2) services to individuals who are not covered by public or commercial health insurance plans; (3) services to individuals whose coverage has been formally determined to be unaffordable; or (4) services that are not sufficiently covered by an individual's health insurance plan. Expenditures for services only partially attributable to the SOR grant must have sufficient rationale identifying cost-sharing allocations.
- SOR funds may only be utilized to provide services to patients that specifically address stimulant or opioid misuse issues. If either a stimulant or opioid misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with stimulants or opioids misuse shall not receive treatment or recovery services with SOR grant funds.
- No more than 5 percent of the total grant award may be used for administrative and infrastructure development costs. In addition, no more than 2 percent of the total grant award may be used for data collection and reporting. This is in addition to the 5 percent administrative and infrastructure development costs, which may also include data collection.
- Organizations receiving SOR funds may not deny any eligible client, patient or individual
  access to their program because of their use of FDA-approved medications for the treatment
  of substance use disorder. In all cases, MAT must be permitted to be continued for as long
  as the prescriber or treatment provider determines that the medication is clinically beneficial.
- Procurement of DATA waiver training is not an allowable use of SOR funds as this training is
  offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure
  DATA waiver training by recipients or subrecipients of SOR funding, or to incentivize eligible
  providers to receive this training.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide
  marijuana or treatment using marijuana. Grant funds also cannot be provided to any
  individual or organization that provides or permits marijuana use for the purposes of treating
  substance use or mental disorders.
- Contingencies may be used to reward and incentivize treatment compliance with a

- maximum contingency value being \$15 per contingency. Each patient may not receive contingencies totaling more than \$75 per year of his/her treatment.
- Telehealth services and infrastructure are allowable expenses under the grant. Any infrastructure costs must be dedicated to provider telehealth infrastructure. No funding can be allocated to purchasing telehealth equipment for patients, or loaning funds/ equipment to patients for the purpose of providing telehealth services.

#### **Allowable & Unallowable Costs**

#### Personnel

Allowable	Unallowable
<ul> <li>Salaries and fringe benefits for any staff serving patients or managing grant funds or activities. Positions may include:         <ul> <li>Physician, NP, PA or other prescribing provider</li> <li>Nurse</li> <li>Counselor</li> <li>Case manager/care coordinator</li> <li>Peer Support Specialist</li> <li>Program Director</li> <li>MAT Support Team Staff</li> <li>Administrative staff</li> </ul> </li> <li>Reference manuals and tools used for personnel and community education</li> <li>Time/expenses related to data collection activities (up to 2 percent of total grant award)</li> </ul>	<ul> <li>Salaries and fringe benefits to personnel not performing MAT Expansion Project activities</li> <li>Salaries and fringe benefits for personnel performing both grant activities and non-grant activities without sufficient documentation (i.e. payroll records, paystubs, and job descriptions clearly identifying cost-sharing methodologies)</li> </ul>

#### **Treatment Services for Un/Under-Insured Patients**

Allowable	Unallowable
<ul> <li>FDA approved medications for Opioid Use Disorder (OUD):         <ul> <li>Methadone</li> <li>Buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations</li> <li>Naltrexone products including extended-release and oral formulations</li> </ul> </li> <li>FDA-approved medications or devices for withdrawal management</li> <li>Naloxone at Public Interest Price where no other funding source exists (Public Interest Price: \$75/unit). Naloxone can be requested through the Naloxone Distribution Project if</li> </ul>	<ul> <li>Non-FDA approved medications</li> <li>Non-FDA approved devices</li> <li>Services or medications for patients who are covered by other funding sources (e.g., Medi-Cal, private insurance).</li> <li>Direct payments to individuals to induce their entry into treatment or continuation in treatment. It is unallowable to provide an "undue inducement" that removes the voluntary nature of participation in treatment.</li> </ul>

### you are unable to procure naloxone through another funding source.

- HIV, hepatitis C testing
- Hepatitis A & B testing, vaccination
- Services for incarcerated patients with OUD or stimulant use disorder
- Residential treatment for patients with OUD or stimulant use disorder
- Evidence-based contingency management approaches, including incentives, drawings, vouchers, etc. Cost limit of \$15 per contingency with a cap of \$75 per patient per vear
- Any allowable services or activities provided via telehealth
- Urine drug screening/testing costs
- Any other services or activities for SUD treatment not covered/not sufficiently covered by the individual's insurance--contact your DHCS program analyst for approval.

#### Infrastructure

#### Allowable

- Purchase or upgrades related to provider telehealth systems. Examples include:
  - Hardware to be used by providers, such as: desktops, monitors, laptops, tablets, servers, and webcam
  - o Software and Broadband subscriptions
  - Improvements to electronic health records, adding electronic forms, and other data infrastructure
- Purchase or upgrades related to virtual meeting platforms
- Minor Alterations and Renovations (A&R), which is defined as work that changes the interior arrangement or other physical characteristics of an existing facility or installed equipment so that it can be used more effectively for its currently designed purpose or adapted to an alternative use to meet a programmatic requirement. A&R may include work referred to as improvements, conversion, rehabilitation, or remodeling.
  - Minor A&R examples include:
    - Dispensing Window addition or improvement

#### Unallowable

- Purchase or loan of telehealth equipment to patients is an unallowable expense.
- Infrastructure costs exceeding \$75,000
- New facility construction, facility expansion, or major A&R where the total Federal and non-Federal costs, excluding moveable equipment (equipment that is not permanently affixed), exceeds \$500,000.
- Facility improvements unrelated to the expansion of OUD prevention, treatment, and recovery services
- Facility improvements to building foundation, roofing, heating and air conditioning, or other structural improvements
- Purchase of building
- Telehealth infrastructure:
  - Structural development to integrate broadband lines
  - Telehealth kiosks

Minor internal office infrastructure, such as adding walls or doors to house personnel

Outreach & Engagement	
Allowable	Unallowable
<ul> <li>Patient outreach/engagement activities and resources.</li> <li>Costs of meetings, conventions or other events related to MAT Expansion Project operations</li> <li>Outreach/presentations to community agencies, local organizations, law enforcement, etc.</li> <li>Costs related to operation of local opioid coalitions.</li> <li>Advertising costs directly related to contracted services.</li> </ul>	<ul> <li>Costs of meetings, conventions or other events not related to MAT Expansion Project operations</li> <li>Costs of promotional items and memorabilia, including models, gifts, and souvenirs related to other activities of the entity</li> <li>Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense</li> <li>Sporting events and entertainment</li> <li>Alcoholic beverages</li> </ul>

#### Miscellaneous

Allowable	Unallowable
<ul> <li>Patient incentives for completing GPRA surveys are allowable up to \$30 non-cash incentive. Incentives are only allowable for 6-month follow-up interviews or discharge interviews for clients who have dropped out or left the program.</li> <li>Medical equipment necessary to project operation.</li> <li>Medication safes to store MAT medications.</li> <li>Medication safes or lockboxes for patients</li> <li>Travel reasonably incurred for the MAT Expansion Project paid at the State rate (State travel reimbursement rates)</li> <li>Patient transportation, such as bus passes, taxis, and ride-sharing services</li> <li>Office supplies critical to project operation</li> <li>Furniture necessary to project operation, such as additional desks, office chairs, and other minor equipment.</li> <li>Deterra pouches used to deactivate medications for disposal.</li> </ul>	<ul> <li>Fentanyl testing strips</li> <li>Travel unrelated to MAT Expansion         Project operations</li> <li>Travel costs in excess of the State rate</li> <li>Purchasing vehicles to disperse MAT to         patients</li> <li>Supplies, equipment, or furniture for use         in non-contract operations of the entity</li> <li>Automated External Defibrillators (AED)</li> <li>Natural remedies (herbs, acupuncture,         and other therapies)</li> </ul>

#### **APPLICATION FORM**

Section 1: Entity Information		
Entity's Legal Name	Fresno County Sheriff's Office	
Doing Business As (If Applicable)		
Street Address	2200 Fresno Street	
City, State, Zip / Country	Fresno, CA 93717/ U.S.A.	
Mailing Address, If Different		
Email Address		
Main Telephone Number	559-600-8131	

Section 2: Entity Representatives						
Primary Grant Director Authorized Signatory Contract Representative						
Individ	dual leading the implementation of this grant in the county	Individual authorized to sign on behalf of the applicant entity			Individual responsible for agreement processing and negotiations	
Name	Steve McComas	Name	Margaret Mims	Name	Maria Rubio	
Title	Assistant Sheriff	Title	Sheriff	Title	Account Clerk III	
Email	stephen.mccomas@fresnosheriff.org	Email	margaret.mims@fresnosheriff.org	Email	maria.rubio@fresnosheriff.org	
Phone	559-600-8145	Phone	559-600-8800	Phone	559-600-8596	

#### **Section 3: Grant Proposal**

**Objective**: The Fresno County Jail (FCJ) system incarcerates between 2500 and 3000 adult inmates who are awaiting trial or serving local sentences. Among the inmates, there is a high degree of substance use disorder (SUD) including those with an opioid use disorder (OUD). Fresno County currently holds a contract with a community vendors (BAART) to assist in treating jail inmates who are enrolled in medication assisted treatment (MAT) program prior to incarceration. Currently, those inmates who become incarcerated, and are not enrolled in a MAT program in the community, are not provided MAT services while incarcerated. Inmates who enter the jail with an opioid SUD are detoxified, under medical supervision, while in jail, and are not provided linkage to services upon discharge into the community.

It is the objective of the Fresno County Jail, through the SOR grant, to increase the availability of MAT services to justice involved inmates in the FCJ. The services provided through SOR grant funding, will provide support and services for incarcerated inmates in the FCJ with opioid use disorder. Services will be provided from intake into the FCJ and continue with a discharge plan, including linkage to community OUD providers, upon their release into the community.

#### **Project activities:**

The SOR grant funds will allow the FCJ, through its medical and mental health provider Wellpath, to hire a MAT coordinator. The MAT coordinator will be responsible to identify OUD inmates upon intake and enroll them in MAT services while incarcerated in the FCJ. Services will include enrolling inmates into the MAT program, linkage to jail providers for medication administration, induction in SUD programming, and providing discharge planning and a "warm hand-off" to community OUD providers post release.

The MAT coordinator in the FCJ will be responsible for connecting patients in need with experienced medical providers for diagnosis, medication initiation and/or continuation, medication compliance, creating and tracking patient's treatment plan and progress throughout their incarceration within the facility. In addition, the MAT coordinator will introduce the patient into SUD programming, and create a plan for the patient's safe discharge from the facility. The MAT coordinator will also be responsible for completing a "warm hand-off" with community partners in the department of behavioral health, to ensure patients have continuation and safe medication management when re-introduced into the community.

#### Impact:

Currently it is estimated that 71 inmates per month come into the custody of the FCJ suffering from an OUD. Most of these inmates are not enrolled in an OUD program prior to their incarceration and must medically detox from opioids while in jail. Upon release, these inmates are at a substantially higher risk to reuse opioids, overdoes, and die. The grant funds through the SOR grant will allow the FCJ to develop a robust solution to justice involved inmates and provide long term solutions to inmates who live with OUD including linkage to services upon release into the community.

#### **Project oversight:**

Fresno County currently has an existing multiagency MAT team consisting of partners from Fresno County Sheriff, Fresno Department of Behavioral Health, and the jail's medical and mental health provider, Wellpath. Through this team and its regular MAT team meetings, it will provide oversight of the MAT coordinator activities and be updated on the program's development, implementation, and outcomes. The programs progress will be tracked and reported on a quarterly report which will be shared with Health Management Associates and through the MAT in Criminal Justice team meetings.

#### **Action Plan/Timeline and Milestones:**

- October 31, 2021-Application submitted to The California Department of Health Care Services (DHCS) for grant funds
- November 15, 2021-Grant Award and submission of Fresno County Board Agenda item for acceptance of grant award to Board of Supervisors (BOS).
- December 31, 2021-BOS Agenda items and Amendment of Wellpath contract adding new position and funding.
- January 15, 2022-Wellpath to complete the hiring of MAT Coordinator position.

• January 30, 2022-Begin enrolment of inmates into FCJ MAT program for OUD inmates.

#### Sustainability Plan:

It is expected that .7 FTE of the MAT coordinator position will be funded through the SOR grant. The additional .3 FTE will be funded through the Fresno Sheriff's Inmate Welfare Fund (IWF). Upon completion of the first year of the MAT program in the jail, the FCJ MAT Team will look at the impact the MAT Coordinator position has made on the OUD inmate population and determine if the position is of value in sustaining. If it is seen as a value and has made an impact, it will be included as a normally funded position in the medical and mental health contract for the County of Fresno Jail.

SIGNATURES		
	y your organization from HMA would be a anding MAT in County Criminal Justice Sy	
	y your organization from HMA would be a presenting to the jail or drug courts with 0	
Do you certify that the individuals listed in contractors, or third-party contractors) will YES    NO	n this application budget (including employ Il receive the funding as outlined?	yees, independent
Do you certify that to the best of your kno form, and back-up documents are comple Ճ YES □ N0	owledge, the information included in this a ete and accurate?	pplication form, budget
Steve McComas	Assistant Sheriff Steve McComas	11/3/21
Name of Authorized Signatory	Signature	Date

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:				
PERSONNEL				
Salary				
Position Title	% FTE	Annualized Salary	Number of Months	Project Cost*
MAT Coordinator	1.0	\$80,000	12	\$80,000
Subtotal Salary				80,000
Fringe Benefit Cost				Drainet
Position Title	Fringe Rate			Project Cost**
MAT Coordinator	50%			40,000
Subtotal Fringe Benefit				40,000
Total Personnel (subtotal salary + subtotal fringes)				\$120,000
CONTRACTOR/CONSULTANT				
Position Title	Hours/month	Number months	Hourly rate	Project Cost***
Total Contractor/Consultant				

TRAVEL EXPENSE	Airfare or mileage	Lodging	Meals and other	Total Travel Cost
Person and travel description				
Total Travel				\$0
MEDICATION NAME				
Medication name	Unit cost	# Units		Total
Total Medication Cost				\$0
OTHER COST				
Supplies				
Equipment				
Other (describe)				
Other (describe)				
Other (describe)				
Total Other Cost				\$0
INDIRECT (may not exceed 10%)	Rate			Project Cost****
TOTAL PROJECT COST^				\$120,000

#### **Budget Narrative**

The MAT coordinator in the FCJ will be responsible for connecting patients in need with experienced medical providers for diagnosis, medication initiation and/or continuation, medication compliance, creating and tracking patient's treatment plan and progress throughout their incarceration within the facility. In addition, the MAT coordinator will introduce the patient into SUD programming, and create a plan for the patient's safe discharge from the facility. The MAT coordinator will also be responsible for completing a "warm hand-off" with community partners in the department of behavioral health, to ensure patients have continuation and safe medication management when re-introduced into the community.

- MAT Coordinator 1.0 FTE position salary and fringe amount to approximately \$120,000 per year. The additional funds for the position (Approximately \$40,000) will come from the Fresno County Sheriff's Office Inmate Welfare Fund (IWF).
- MAT Coordinator will be a full time (1.0 FTE) position funded through the SOR grant funding.
- Current jail medical and mental health contactor (Wellpath) expects they can fill the position within 30 days from the approval of the grant and receipt of the funds.

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#### JAIL MAT DATA

Data is due quarterly starting ahead of the December 2021 Learning Collaborative (data from July through September 2021). This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data. The template is subject to changes by based on new requirements from DHCS and subcontractors.

JAIL DATA REPORTING TEMPLATE						
COUNTY:	April	May	June	July	August	Sept
Average daily population	2528	2563	2596	2583	2841	2455
Intakes	1094	1160	1055	1222	1166	970
Intakes requiring detox or monitoring for:	<del>-</del>	-		<del>-</del>	-	<del>-</del>
Alcohol	119	121	122	149	131	191
Opioids	79	67	67	89	99	79
Benzodiazepines	119	121	122	149	131	191
Other	1	1	1	0	0	0
Detainees reporting methamphetamine/stimulant use at intake						
Detainees Withdrawn from MAT						
Withdrawn from methadone	4	4	4	3	5	6
Withdrawn from buprenorphine	0	1	3	1	0	2
Withdrawn from naltrexone	0	0	0	0	0	0
Detainees <b>Continued</b> on MAT						
Continued on methadone						
Pregnant	0	0	0	0	0	0
Not pregnant	4	4	4	3	5	6
Continued on buprenorphine						
Pregnant	0	0	0	0	0	0
Not pregnant	0	1	3	1	0	2
Continued on naltrexone						
Vivitrol injection	0	0	0	0	0	0
Switched to oral naltrexone	0	0	0	0	0	0
Detainees Inducted on MAT	1	ı	ı	1	I	I
Inducted on methadone	0	0	0	0	0	0
Inducted on buprenorphine	0	0	0	0	0	0
Are you using buprenorphine to manage withdrawal?		_				
Yes/No by month	0	0	0	0	0	0
Inducted on oral naltrexone for OUD		0	0			0
Inducted on Vivitrol	0	0	0	0	0	0
Other  Drug overdess (fatal and penfatal)	0	I 0	0	0	0	
Drug overdose (fatal and nonfatal)		0				0
Units naloxone dispensed to detainees and/or visitors	0	0	0	0	0	0
Naloxone overdoes reversals in custody	0	0	0	0	0	0
# X-Waivered providers in jail	12	12	12	12	12	12

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