

**MEMORANDUM of UNDERSTANDING #8320**  
**Between Health and Human Services Agency and Probation Department**  
**Opioid Settlement Funding Out**

---

---

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the Health and Human Services Agency of the County of El Dorado (hereinafter referred to as "HHS"), and County of El Dorado Probation Department (hereinafter referred to as "Subrecipient").

**RECITALS**

**WHEREAS**, HHS has been allocated Opioid Settlement funds (hereinafter referred to as "grant"), from the California Department of Health Care Services (DHCS) Opioid Settlement Disbursement Fund, to provide opioid remediation activities such as activities tied to the ending, reduction or lessening the effects of the opioid epidemic in communities and include prevention, intervention, harm reduction, treatment, and recovery services;

**WHEREAS**, HHS, as the primary recipient of the allocation has identified needs that fall within the scope and purpose of the funding, and has submitted a budget and workplan to subaward funds to a County partner for the purposes of opioid remediation activities;

**WHEREAS**, the grant funding provided herein will provide a valuable public service that will support opioid remediation activities; and

**WHEREAS**, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the Subrecipient's stated purpose;

**NOW, THEREFORE**, HHS and Subrecipient mutually agree as follows:

**ARTICLE I**

**Use of Funds and Payment:**

**Use of Funds:**

1. Subrecipient shall perform activities as described in the submitted application as approved by the Opioid Remediation Panel as defined in Exhibit A marked "Application," incorporated herein and made by reference a part hereof.
2. All activities performed per the approved application must also adhere to the approved list of opioid remediation uses as listed in Exhibit B, marked "Funding Uses," incorporated herein and made by reference a part hereof, with the schedules included in Exhibit B as follows:
  - Schedule A: Core Strategies
  - Schedule B: Approved Uses of Opioid Remediation Uses

**Reporting Requirements:**

Subrecipient shall submit activity and data reporting to [EDCOSF@edcgov.us](mailto:EDCOSF@edcgov.us) Attn: OSF Quarterly Reporting in accordance with Exhibit C, marked "Opioid Settlement Funds Grantee Reporting Requirements," incorporated herein and made by reference a part hereof.

**Payment:**

Subrecipient shall be subawarded Opioid Settlement Funds in the amount of \$193,000.48.

Within sixty (60) days of execution of this Agreement, HHSA will advance funds to Subrecipient via journal entry. Funds shall be used in accordance with the approved Grantee Application on file and in accordance with the Approved list of Opioid Remediation Uses in Exhibit B.

Subrecipient shall revert any unspent funds that remain at the end of the term of this Agreement back to HHSA, for replenishment to County’s Opioid Remediation Fund account via journal entry. Subrecipient will ensure that unspent funds are returned to County within sixty (60) days of the end of the term of this Agreement.

A. Remittance shall be addressed as indicated in the table below or to such other location as HHSA or Subrecipient may direct per the Article titled “Notice to Parties.”

<b>Mail Remittance to:</b>
El Dorado County Health and Human Services Agency Attn: Fiscal Unit - Opioid Settlement 3057 Briw Road, Suite B Placerville, CA 95667

Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for HHSA to properly audit all expenditures. HHSA shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in HHSA-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2025.

**ARTICLE III**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE IV**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of Subrecipient performing services for HHSA, Subrecipient shall execute Exhibit D, marked “HIPAA Business Associate Agreement,” incorporated herein and made by reference a part hereof.

**ARTICLE V**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to HHSA shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

or to such other location as the HHSA directs.

Notices to Subrecipient shall be addressed as follows:

EL DORADO COUNTY PROBATION DEPARTMENT  
3974 Durock Road, Ste. 205  
Shingle Springs, CA 95682

or to such other location as the Subrecipient directs.

**ARTICLE VI**

**Change of Address:** In the event of a change in address for Subrecipient's principal place of business, Subrecipient's Agent for Service of Process, or Notices to Subrecipient, Subrecipient shall notify HHSA in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE VII**

**Termination and Cancellation:**

Termination or Cancellation without Cause: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, HHSA will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient, and for any other services that HHSA agrees, in writing, to be necessary for contract resolution. In no event, however, shall HHSA be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Subrecipient shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE VIII**

**Insurance:** Both parties to this Agreement are departments of the County and covered by County insurance.



## **ARTICLE IX**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE X**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XIV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.



**ARTICLE XVI**

**Assignment:** This Agreement is not assignable by Subrecipient in whole or in part without the express written consent of HHSA.

**ARTICLE XVII**

**Compliance with Laws, Rules and Regulations:** Subrecipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

**ARTICLE XVIII**

**Administrator:** The County Officer or employee for HHSA with responsibility for administering this Agreement is Salina Drennan, Alcohol and Drug Program Division Manager, Health and Human Services Agency, Behavioral Health Division, or successor.

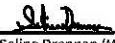
**ARTICLE XIX**

**Counterparts:** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**ARTICLE XX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 03/21/2024  
Salina Drennan  
Alcohol and Drug Program Division Manager  
Behavioral Health Division  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: Olivia Byron-Cooper Dated: 03/21/2024  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/21/24

By: Wendy Thomas  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyra Schaffuly  
Deputy Clerk

Dated: 5/21/24

-- EL DORADO COUNTY PROBATION DEPARTMENT --

By: Brian Richart  
Brian Richart (Mar 28, 2024 14:36 PDT)  
Brian Richart  
Chief Probation Officer  
"Subrecipient"

Dated: 03/28/2024

El Dorado County Probation Department  
 Exhibit A  
 Application  
 OPIOID SETTLEMENT FUNDS APPLICATION  
 El Dorado County Probation Department  
 Outreach Engagement Program

**Revised Budget**

<b>Personnel (S&amp;B)</b>				
<b>Position Title</b>	<b>Time (Hrs)</b>	<b>Pay Rate (\$/Hr)</b>	<b>Project Total Dollars</b>	<b>Pay Rate Basis</b>
Health Educator (1.0 FTE)	2,080	\$62.50	\$153,223	Estimated FTE base salary projection: \$82,446 + benefits projections of \$70,777 = T \$153,223
<b>Personnel Total</b>			<b>\$153,223</b>	

<b>Equipment</b>				
<b>Equipment Item</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Basis of Cost</b>
Getac	2	\$3,000	\$6,000	Based on a previous invoice
GPS Communication /Satellite Radio & other equipment	1	\$3,000	\$3,000	Based on a previous invoice
CradlePoint	2	\$180	\$360	Based on a previous invoice
<b>Equipment Total</b>			<b>\$9,360</b>	

<b>Supplies</b>				
<b>General Category of Supplies</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Basis of Cost</b>
Mileage and fuel	1	\$3,000	\$3000	2 vehicles fuel cost bimonthly \$124 + \$102 = \$226 divided by 2 = average bi-monthly cost of \$113 bimonthly x 6 months = \$678 for a year
Printing services	1	\$500	\$500	Estimate of cost needed for brochures and literature to hand out
Bus passes	60	\$20	\$1,200	Monthly bus passes (5 per month x 12 @ \$20 ea)
Specialized Opioid Recovery Training	2	\$4,000	\$8,000	Staff training
<b>Supplies Total</b>			<b>\$12,700</b>	

<b>Personnel/Equipment/Supplies Total</b>	<b>\$175,283.00</b>
<b>Indirect Cost 10%</b>	<b>\$17,528.30</b>
<b>Grand Total</b>	<b>\$192,811.30</b>



**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

**Revised Program Scope**

<b><i>Goal #1: Develop Outreach Engage Program Infrastructure</i></b>	
<b>Objective A</b>	Hire a 1.0 FTE Health Educator (HE)
<b>Objective B</b>	Partner with Public Safety Agencies and community partner agencies to collaborate efforts at homeless encampments
<b>Objective C</b>	Develop a location schedule for OEP
<b>Objective D</b>	Train HE for OEP specialized assignment
<b>Objective E</b>	Purchase a satellite phone for connecting individuals to resources and services from remote areas
<b>Objective F</b>	Purchase 2 laptops for case management and connecting individuals to resources and services
<b>Objective G</b>	Purchase bus passes and fuel for transportation of individuals to resources and services
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>- Number of individuals engaged by HE</li> <li>- Number of locations served by the OEP</li> <li>- Number of referrals received by OEP</li> <li>- Number of referrals made to evidence-based treatment providers and services</li> <li>- Number of transports made to evidence-based treatment providers and services</li> <li>- Number of bus passes issued</li> </ul>	
<b><i>Goal #2: Proactively case manage exits from jail</i></b>	
<b>Objective A</b>	Create a Touchpoint profile for non-justice involved individuals
<b>Objective B</b>	Create ad hoc report to track the referrals to OEP
<b>Objective C</b>	Develop a process for notifying Probation of pending jail release date
<b>Objective D</b>	Provide case planning services for every justice involved individual referred to or engaged by OEP
<b>Objective E</b>	Provide transportation and/or bus passes as needed for warm hand-off to recovery services
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>- Number of individuals assigned to OEP</li> <li>- Number of services and resource referrals made</li> <li>- Number of transports made to community services and resources</li> <li>- Number of bus passes issued</li> </ul>	
<b><i>Goal #3: Reduce stigma, and connect individuals at their most vulnerable times with services and resources directly in the community</i></b>	
<b>Objective A</b>	Procure Naloxone for distribution from California Department of Health Care Services Naloxone Distribution Project
<b>Objective B</b>	Administering Naloxone trainings for family and community members closely impacted by opioids
<b>Objective C</b>	Leave flexibility in the OEP schedule to make changes to location schedule based on community and collaborative partner feedback about need
<b>Objective D</b>	Provide transportation and/or bus passes as needed

**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

<b>Objective E</b>	Increase capacity of referral resources
<b>Objective F</b>	Distribute factual materials about OUD treatment and services
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>- Number of Naloxone units distributed</li> <li>- Number of additional locations OEP administers to</li> <li>- Number of bus passes distributed</li> <li>- Number of resources added to El Dorado County Community Resource Guide</li> <li>- Number of OUD treatment and service materials distributed</li> </ul>	

**Explanation of Revisions**

In summary, the revisions to the program scope and budget (reflected in the tables above) remove the entire year 2 budget, replace the FTE Licensed Social Worker with a FTE Health Educator, remove the Deputy Probation Officer OT hours, and remove the .25 FTE Probation Assistant, lower the amount of bus passes for the program by half, cut specialized opioid recovery training for staff by a third, and lower the amount of fuel requested by 40 percent.

Despite these significant adjustments, it is crucial to recognize that there are no major alterations to the actionable objectives and associated performance measures. The job specifications of the Health Educator (HE) classification include the necessary qualifications to collaborate with a Deputy Probation Officer (DPO) in conducting assessments and supporting all OEP services, ensuring the program's success as originally proposed. With the elimination of the P.A. position and overtime hours, the addition of a Health Educator, and the pairing of the Health Educator with existing Deputy Probation Officers, there is no need for further modifications to the program scope, except for the mentioned cuts in bus passes, staff training, and fuel.

It is important to highlight that the Probation Outreach Vehicle (POV) is currently on back order, which is the designated vehicle for the eventual operation of the EOP. However, we do not foresee any impact on the program's promised outcomes, as the Health Educator (HE) will manage the EOP using an existing vehicle until the POV becomes fully operational.

In conclusion, creative thinking of personnel allocations and use of resources in response to the budget award adjustment has preserved the program objectives. Therefore, the goal of the OEP program remains unchanged: to positively impact the outcomes of individuals who abuse or misuse opioids and have any co-occurring disorders by connecting them to resources during conditions where they are at their most vulnerable – the 72 hours directly after release from jail and when they are unhoused or at risk for homelessness.



**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

**Organizational Contact Information**

El Dorado County Probation Department

3974 Durock Road, Ste. 205

Shingle Springs, CA 95682

**Proposal Summary**

**A paragraph of 1-3 sentences and should include the amount of funding requested and give the most general description of the use that will be made of the funds.**

El Dorado County Probation Department (EDCPD) is requesting funding in the amount of \$318,693 in year 1, and \$295,099 in year 2 to exercise an Outreach Engagement Program (OEP) directly in the community that will establish and implement connections to resources and services for vulnerable populations at risk for opioid abuse and misuse in El Dorado County. OEP efforts will occur with strategic county Public Safety Agencies and community partners at various locations in El Dorado County. The goal of EDCPDs Outreach Engagement Program is to positively impact the outcomes of those individuals who abuse or misuse opioids or have co-occurring disorders through triage and connection to resources.

**Organization Background and Experience**

**Provide any relevant experience in carrying out the activities that will be supported by the requested funding, accomplishments of the organization, established partnerships and relationships that will be important to carrying out the funded activities, information about prior funding of these activities and an explanation of how the description you provide makes your organization an appropriate grantee.**

EDCPD has a history of operating programs with successful outcomes such as the Community Corrections Center (CCC) and The Bridge House. The CCC is a day reporting center that provides comprehensive assessments and behavioral interventions to adults. The CCCs budget is managed by Probation with the Community Corrections Partnership (CCP) which was legislated



**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

through AB109 realignment. The CCC operates on an underlying service delivery model which is based on the principles of the Risk, Need, and Responsivity (RNR) model and has a history of successful outcomes through desistance from crime and substance use. EDCPD's OEP will have the same level of training, skill, and intervention methods that have led to the many individual success stories from the CCC. Additionally, EDCPD's OEP staff will share the same deep understanding of the stages of change (Transtheoretical Model) and how to use behavior change interventions to walk individuals who abuse or misuse opioids or have co-occurring disorders through the steps toward change. The CCC supports multi-agency staff assigned under the direction of the EDCPD and partners - Health & Human Services Agencies – Behavioral Health & Public Health, California Department of Corrections & Rehabilitation, El Dorado County Office of Education (EDCOE), and Northern California Construction Training (NCCT). These collaborative partners represent EDCPD's capacity to build and maintain partnerships and relationships for OEP.

Additional partnerships that are anticipated to be vital in carrying out the mission of the OEP are the Coalition for Opioid Prevention and Education (COPE), Accel, Access El Dorado, and Marshall CARES who provides Clinically Assisted Recovery and Education Services including Medication Assisted Treatment (MAT). EDCPD regularly participates as a member of the COPE Board to better understand the opioid epidemic and develop the most effective strategies to combat it at the local level. EDCPD's expanding relationship with Marshall CARES is in discussions about partnership with OEP to provide evidence-based treatment services (defined as Medication Assisted Treatment, Behavioral Therapies, and Recovery Services) to individuals within the 72-hour timeframe after release from jail custody to prevent overdose. OEP will

**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

collaborate with COPE and Marshall CARES to be more effective in reducing the stigma of seeking treatment for opioid use disorder (OUD), supporting family members of people with OUD, and supporting evidence-based withdrawal management services.

EDCPD's solid history of good fund stewardship, skill, training, and experience in behavioral interventions, in conjunction with our multi-system connections and case management capacity are all relevant to the activities supported by this requested funding. These activities will function to create stabilizing factors for individuals with OUD, substance use disorder (SUD), and co-occurring disorders when they are at their most vulnerable and at risk for opioid use, misuse, and overdose death. EDCPD's vision of safe communities through changed lives is not a vision that can be accomplished alone. It is with this mindset that the above programs have been so successful, and it is with this mindset that we will ensure progress toward the remediation and abatement of opioids in El Dorado County.

**Program Description**

**A detailed description of the program proposed for funding. This description should explain the duration of time during which the funds will support the project, the goals of the project, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about. A useful structure is to break the project down into component goals. Use each goal as its own heading and under each goal heading, list and describe the activities that will be funded to achieve that goal and how achievement of that goal will be measured or defined. The Program Description may also include information about the staff who will work on the project, their experience, and qualifications to perform the activities that may be funded.**

The goal of the OEP is to positively impact the outcomes of individuals who abuse or misuse opioids and have any co-occurring disorders by connecting them to resources during conditions where they are at their most vulnerable – the 72 hours directly after release from jail and when they are unhoused or at risk for homelessness. EDCPD plans to achieve this outcome by

**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

hiring a full-time Licensed Social Worker (LSW) with an emphasis in SUD and any co-occurring disorders. The LSW will be mobile, working alongside a Deputy Probation Officer and a Probation Assistant to make engagements at area homeless encampments, the Navigation Center, Clubhouse International, and Jails for the purposes of connecting individuals in need to services during regular and extended business hours. EDCPD staff, through the OEP will rely on the El Dorado County Community Resource Guide, 2-1-1 El Dorado, and community and county partners to connect individuals to vital health and human services, information, and resources. Staff will be available to transport individuals to evidence-based treatments such as MAT, Behavioral Therapies, and Recovery Support Services in addition to distributing bus passes and Naloxone. EDCPD staff will case manage releases from the jail by proactively scheduling assessments and activating connections to needed services tailored specifically to that individual.

**Upcoming Planning:** EDCPD plans to launch a Probation Outreach Vehicle (POV) with other funding sources in 2024. In addition, EDCPD plans to align the vehicle with the OEP efforts to expedite pathways to direct services. EDCPD has plans for future expansion of OEP connections with South Lake Tahoe Public Safety Agencies to address homelessness.

EDCPD intends to hire a Matrix trained Social Worker to engage individuals with understanding and compassion, leverage behavioral change strategies, proactively case manage exits from jail, reduce stigma, and connect individuals at their most vulnerable times with services and resources directly in the community. The goal is to positively impact the outcomes of individuals who abuse or misuse opioids or have co-occurring disorders by connecting them to resources during conditions where they are at their most vulnerable. We will achieve this outcome



**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

by completing the goals and objectives listed below and measuring our progress through the listed performance measures.

**Year 1 Budget**

<b><i>Goal #1: Develop Outreach Engage Program Infrastructure</i></b>	
<b>Objective A</b>	Hire a 1.0 FTE Licensed Social Worker trained in the Matrix Model to specialize in relapse prevention
<b>Objective B</b>	Fund over time hours for DPO
<b>Objective C</b>	Fund .25 FTE Probation Assistant
<b>Objective D</b>	Partner with Public Safety Agencies and community partner agencies to collaborate efforts at homeless encampments
<b>Objective E</b>	Develop a location schedule for OEP
<b>Objective F</b>	Train OEP staff for OEP specialized assignment
<b>Objective G</b>	Purchase a satellite phone for connecting individuals to resources and services from remote areas
<b>Objective H</b>	Purchase 2 laptops for case management and connecting individuals to resources and services
<b>Objective I</b>	Purchase bus passes and fuel for transportation of individuals to resources and services
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>- Number of individuals engaged by LSW</li> <li>- Number of locations served by the OEP</li> <li>- Number of referrals received by OEP</li> <li>- Number of referrals made to evidence-based treatment providers and services</li> <li>- Number of transports made to evidence-based treatment providers and services</li> <li>- Number of bus passes issued</li> </ul>	
<b><i>Goal #2: Proactively case manage exits from jail</i></b>	
<b>Objective A</b>	Create a Touchpoint profile for non-justice involved individuals
<b>Objective B</b>	Create ad hoc report to track the referrals to OEP
<b>Objective C</b>	Develop a process for notifying Probation of pending jail release date
<b>Objective D</b>	Provide case planning services for every justice involved individual referred to or engaged by OEP
<b>Objective E</b>	Provide transportation and/or bus passes as needed for warm hand-off to recovery services

<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>- Number of individuals assigned to OEP</li> <li>- Number of services and resource referrals made</li> <li>- Number of transports made to community services and resources</li> </ul>	

**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

– Number of bus passes issued	
<b>Goal #3: Reduce stigma, and connect individuals at their most vulnerable times with services and resources directly in the community</b>	
<b>Objective A</b>	Procure Naloxone for distribution from California Department of Health Care Services <u>Naloxone Distribution Project</u>
<b>Objective B</b>	Administering Naloxone trainings for family and community members closely impacted by opioids
<b>Objective C</b>	Leave flexibility in the OEP schedule to make changes to location schedule based on community and collaborative partner feedback about need
<b>Objective D</b>	Provide transportation and/or bus passes as needed
<b>Objective E</b>	Increase capacity of referral resources
<b>Objective F</b>	Distribute factual materials about OUD treatment and services
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>– Number of Naloxone units distributed</li> <li>– Number of additional locations OEP administers to</li> <li>– Number of bus passes distributed</li> <li>– Number of resources added to El Dorado County Community Resource Guide</li> <li>– Number of OUD treatment and service materials distributed</li> </ul>	

**Year 2 Budget**

<b>Goal #1: Expand OEP with a mobile trailer</b>	
<b>Objective A</b>	Coordinate efforts with collaborative Public Safety Agencies and community partner agencies to station trailer where it will be the most effective to provide connections
<b>Objective B</b>	Add services to trailer as appropriate
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>– Number of additional locations OEP engage</li> <li>– Number of collaborative county and community partners added</li> </ul>	
<b>Goal #2: Expand OEP to South Lake Tahoe (SLT) by developing partnerships and resources in the SLT area</b>	
<b>Objective A</b>	Meet with SLT Public Safety Agencies and community partner agencies to plan how to best serve SLT
<b>Performance Measures:</b>	
<ul style="list-style-type: none"> <li>– Number of SLT Public Safety Agencies and community partner agencies added</li> <li>– Number of SLT locations added</li> </ul>	
<b>Goal #3: pursue partners that are direct service providers to collaborate with OEP</b>	
<b>Objective F</b>	Proactively pursue partnership with Marshall CARES to provide evidence-based treatment such as MAT alongside OEP
<b>Objective B</b>	Set and attend meetings with Marshall CARES to develop a plan
<b>Objective C</b>	Attend meetings with COPE to inform effective strategies and best practices for continued community engagement

**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

**Performance Measures:**

- Number of meetings attended with Marshall CARES
- Number of meetings attended with COPE
- Number of actionable items developed in collaboration with Marshall CARES
- Number of actionable items developed in collaboration with COPE

**Sustainability** - Several factors will impact the sustainability of the OEP past year one of the program in that we believe the upcoming implementation of Cal-AIM will draw down Medi-Cal funding for services from all workers deemed as “community health workers” which potentially contribute to the sustainability of the LSW. The year two expansions of the OEP include operationalizing the POV in the community which will further enhance and sustain our OEP efforts.

**Note:** EDCPD’s application in year one is geared towards implementation and sustainment measures for year two with the understanding that this is a single year award application. It is the intent of EDCPD to utilize the LSW to become a subject matter expert surrounding Cal-AIM to draw down funding for Drug Medi-Cal. Due to County constraints surrounding hiring, the LSW would be a Limited Term position without the guarantee of year two funding.

**Required Questions**

**Responses to the following questions must be included in the application.**

- **How does this activity contribute to opioid remediation in my community? Is there a different activity that would meet the goal of opioid remediation more directly?**

We understand that the first 72 hours after release from jail is the timeframe where an individual is at the highest risk for overdose. We also know there are outpatient OUD, SUD, and co-occurring disorder treatment programs available in the community, but there are many barriers to these programs such as long wait times for intake and few warm-hand offs connecting individuals to



**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

these services. The OEP will contribute to the opioid remediation in El Dorado County by removing barriers to evidence-based treatment services by collaborating with other Public Safety Agencies and community partner agencies, bringing the capacity to connect to resources directly to individuals who are at most risk of abuse or misuse of opioids and any that have co-occurring disorders.

**• Does this activity correspond to a High Impact Abatement Activity since 50% of funding must be spent on one of these?**

OEP activities correspond to the following High Impact Abatement Activity (HIAA) areas:

HIAA #3. Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD.

HIAA #4. Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction.

**• Does this activity correspond to one of the Core Strategies as described in the DHCS allowable expenses document?**

OEP activities correspond to the following Core Strategies as described in the DHCS Allowable Expenses document:

Core Strategy A. Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses.

Core Strategy E. Expansion of Warm Hand-Off Programs and Recovery Services.

Core Strategy F. Treatment for Incarcerated Population.

Core Strategy G. Prevention Programs.

**• Does this activity supplement current efforts in the community related to prevention, treatment, recovery, or harm reduction?**

The OEP will supplement current efforts in collaboration with Public Safety Agencies and community partner agencies and to connect individuals to treatment and recovery resources and services.

**OPIOID SETTLEMENT FUNDS APPLICATION  
El Dorado County Probation Department  
Outreach Engagement Program**

- **Is the strategy evidence-based, and how robust is the research base on the strategy? One example of a list of evidence-based strategies can be found at <https://www.samhsa.gov/resource-search/ebp> and <https://www.lac.org/assets/files/TheOpioidEbatement-v3.pdf>**

The OEP will be a direct connection to Medication Assisted Treatment, Behavioral Therapies, and Recovery Services. There is overwhelming research on these evidence-based services and by making direct connections to them for vulnerable populations, it meets three of the top needs from the community survey regarding opioid abatement and remediation:

Local Survey Result Item B: Support people in treatment and recovery.

Local Survey Result Item C: Connect people who need help to the help they need.

Local Survey Result Item D: Address the needs of criminal justice involved persons.

**Project Timeline/Budget Timeline**

**Provide a timeline that shows the chronological order in which the activities listed in the program description will be completed. Also include information about how/when funds that may be awarded will be spent to support the activities.**

**Year 1**

<b>Year 1 Personnel (S&amp;B)</b>				
<b>Position Title</b>	<b>Time (Hrs)</b>	<b>Pay Rate (\$/Hr)</b>	<b>Project Total Dollars</b>	<b>Pay Rate Basis</b>
DPO Overtime Time hours	1,040	\$86.53	\$90,000	
Licensed Social Worker (1.0 FTE)	2,080	\$69.71	\$144,997	
Probation Assistant (.25 FTE)	520	\$48.97	\$25,464	Full time position with benefits is \$101,842
<b>Total</b>			<b>\$260,461</b>	

**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

<b>Year 1 Equipment</b>				
<b>Equipment Item</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Basis of Cost</b>
Panasonic Tough Book	2	\$3,000	\$6,000	<u>Panasonic</u>
GPS Communication /Satellite Radio & other equipment	1	\$3,000	\$3,000	Based on a previous invoice
CradlePoint	2	\$180	\$360	
<b>Total</b>			<b>\$9,360</b>	

<b>Year 1 Supplies</b>				
<b>General Category of Supplies</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Basis of Cost</b>
Mileage and fuel	1	\$5,000.00	\$5,000.00	2 vehicles fuel cost bimonthly \$124 + \$102 = \$226 divided by 2 = average bi-monthly cost of \$113 bimonthly x 6 months = \$678 for a year
Printing services	1	\$500	\$500	Estimate of cost needed for brochures and literature to hand out
Bus passes	120	\$20	\$2,400	Monthly bus passes (10 per month x 12 @ \$20 ea)
Specialized Opioid Recovery Training	3	\$4,000	\$12,000	Staff training
<b>Total</b>			<b>\$19,900</b>	

<b>Year 1 Indirect Cost 10%</b>	<b>\$28,972</b>
<b>Year 1 Grand Total</b>	<b>\$318,693</b>

**Year 2**

<b>Year 2 Personnel (S&amp;B)</b>				
<b>Position Title</b>	<b>Time (Hrs)</b>	<b>Pay Rate (\$/Hr)</b>	<b>Project Total Dollars</b>	<b>Pay Rate Basis</b>
DPO Overtime Time hours	1,160	\$86.53	\$100,375	

**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

Licensed Social Worker (1.0 FTE)	2,080	\$69.71	\$144,997	
<b>Total</b>			<b>\$245,372</b>	

<b>Year 2 Equipment</b>				
Equipment Item	Qty	Unit Cost	Total Cost	Basis of Cost
Panasonic Tough Book	1	\$3,000	\$3,000	<u>Panasonic</u>
<b>Total</b>			<b>\$3,000</b>	

<b>Year 2 Supplies</b>				
General Category of Supplies	Qty	Unit Cost	Total Cost	Basis of Cost
Mileage and fuel	1	\$5,000.00	\$5,000.00	2 vehicles fuel cost bimonthly \$124 + \$102 = \$226 divided by 2 = average bimonthly cost of \$113 bimonthly x 6 months = \$678 for a year
Printing services	1	\$500	\$500	Estimate of cost needed for brochures and literature to hand out

Bus passes	120	\$20	\$2,400	Monthly bus passes (10 per month x 12 @ \$20 ea)
Specialized Opioid Recovery Training	3	\$4,000	\$12,000	Staff training
<b>Total</b>			<b>\$19,900</b>	

<b>Year 2 Indirect Cost 10%</b>			<b>\$26,827</b>	
<b>Year 2 Grant Total</b>			<b>\$295,099</b>	



**OPIOID SETTLEMENT FUNDS APPLICATION**  
**El Dorado County Probation Department**  
**Outreach Engagement Program**

**Budget**

**Provide a table of expenditures that includes expenditure categories, how much total funding is required for each category, and how much of that funding will come from this grant award.**

**Year 1**

Category	Total Cost	Description
<b>Personnel</b>	\$ 260,500	OT for DPO - \$90,000, Licensed Social Worker (1.0 FTE) - \$144,997, Probation Assistant (.25 FTE) - \$25,464
<b>Equipment</b>	\$ 9,360	Panasonic Tough Book (2 @ \$3,000 ea) - \$6,000, GPS Communication Satellite Radio (1 @ \$3,000 ea) - \$3,000, CradlePoint Internet Hot Spots (2 @ \$180 ea) - \$360
<b>Supplies</b>	\$ 19,900	Vehicle Mileage and Fuel - \$5,000, Printing services for brochures - \$500, Bus Passes (10 p/m X 12 @ \$20 ea) - \$2,400, Specialized Opioid Recovery Training for staff - \$12,000
<b>Total Direct Costs</b>	\$ 289,721	
<b>Indirect Cost</b>	\$28,972	
<b>Grand Total</b>	\$318,693	

**Year 2**

Category	Total Cost	Description
<b>Personnel</b>	\$245,372	Additional OT for DPO - \$100,375, Licensed Social Worker (1.0 FTE) - \$144,997
<b>Equipment</b>	\$3,000	Back-up laptop Panasonic Tough Book (1 @ \$3,000)
<b>Supplies</b>	\$19,900	Vehicle Mileage and Fuel - \$5,000, Printing services for brochures - \$500, Bus Passes (10 p/m X 12 @ \$20 ea) - \$2,400, Specialized Opioid Recovery Training for staff - \$12,000
<b>Total Direct Costs</b>	\$268,272	
<b>Indirect Cost</b>	\$26,827	
<b>Grand Total</b>	\$295,099	

**El Dorado County Probation Department**

**Exhibit B  
Funding Uses**

**Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

---

<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**



**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
---------------------

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

---

<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:



1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.



14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

<b>PART TWO: PREVENTION</b>
-----------------------------

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:



1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.



8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
-------------------------------------

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.



4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



**El Dorado County Probation Department  
Exhibit C  
Opioid Settlement Funds Subrecipient Reporting Requirements**

El Dorado County is required to complete annual reporting to the Department of Health Care Services (DHCS) due to receiving funds from California’s Opioid Settlements.

In order to facilitate the collection of data needed to meet this requirement, Subrecipients shall report data on a quarterly basis on the reporting form provided. Subrecipient will also submit an annual report on the form provided which will reflect the work completed for during the past FY.

Reports are emailed to [EDCOSF@edcgov.us](mailto:EDCOSF@edcgov.us) Attn: OSF Quarterly Reporting

**Quarterly Reporting Due Dates**

<b>Reporting Period</b>	<b>Dates</b>	<b>Report Due</b>
FY 23/24 Q3	1/1/2024 to 3/31/2024	4/10/2024
FY 23/24 Q4	4/1/2024 to 6/30/2024	7/10/2024
FY 24/25 Q1	7/1/2024 to 9/30/2024	10/10/2024
FY 24/25 Q2	10/1/2024 to 12/31/2024	1/10/2025
FY 24/25 Q3	1/1/2025 to 3/31/2025	4/10/2025
FY 24/25 Q4	4/1/2025 to 6/30/25	7/10/2025
Annual Summary Report	Previous FY	7/31/2023

**Necessary Reporting Materials**

*Items 1-7 are to be reported quarterly. Item 8 lists the annual reporting due on 7/31/2024 and 7/31/2025.*

1. General Information
  - a. Agency/Business Name and Address
  - b. Name and contact information of the person preparing the form.
2. Grant Information
  - a. Agreement #
  - b. Award amount
3. Administrative Expenses
  - a. Total of grant award spent on administrative expenses
4. Allowable Expenses
  - a. Activity Name
  - b. Activity description (2-3 sentences is sufficient)
  - c. Amount of grant funds that were spend on the activity during the reporting period
  - d. YTD Expenses
  - e. Activity start date
  - f. Category of Allowable Expenditure types that apply to this activity (Choose all that apply as listed on Exhibit A of funding agreement.
    - i. Specific strategy for each expenditure type
  - g. High Impact Abatement Activities (HIAA)

- i. Select and describe how this activity meets the selected HIAA (no more than 200 words).
  - ii. Description of the population this activity serves.
- 5. Services Data (Quarterly Reporting)
  - a. Unduplicated numbers of individuals served including demographic data (see Item #6).
  - b. How many people received referrals to substance use disorder treatment or early intervention services.
  - c. How many people had a diagnosed opioid use disorder.
  - d. How many people followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
  - e. How many people received linkages to other agencies for primary care, social, vocational, educational, or other types of support services.
  - f. How many people received screening and/or assessment services.
  - g. How many people received treatment and/or recovery services.
  - h. How many people received recovery residence services.
  - i. How many people received MAT services.
  - j. How many educational and/or prevention presentations were delivered.
  - k. Estimated average attendance of education and/or prevention presentations.
  - l. Other data (please describe).
- 6. Demographics
  - a. Gender
  - b. Age Group
    - i. Children/Youth (ages 0-15)
    - ii. Transitional Age Youth (TAY) (ages 16-25)
    - iii. Adult (ages 26-59)
    - iv. Older Adult (ages 60+)
  - c. Special Population Served
    - i. Youth
    - ii. Homeless/At risk of homelessness
    - iii. Criminal justice
  - d. Ethnicity
  - e. Race
  - f. Primary Language
    - i. English
    - ii. Spanish
    - iii. Other
  - g. City/Town of Residence
    - i. North County
      - 1. Coloma
      - 2. Cool
      - 3. Garden Valley
      - 4. Georgetown
      - 5. Greenwood
      - 6. Lotus

- 7. Kelsey
- 8. Pilot Hill
- ii. Mid County
  - 1. Camino
  - 2. Cedar Grove
  - 3. Echo Lake
  - 4. Kyburz
  - 5. Pacific House
  - 6. Pollock Pines
  - 7. Riverton
- iii. South County
  - 1. Fair Play
  - 2. Grizzly Flats
  - 3. Mt. Aukum
  - 4. Somerset
- iv. West County
  - 1. Cameron Park
  - 2. El Dorado Hills
  - 3. Shingle Springs
  - 4. Rescue
- v. Placerville Area
  - 1. Diamond Springs
  - 2. El Dorado
  - 3. Placerville
  - 4. Pleasant Valley
- vi. Tahoe Basin
  - 1. Meyers
  - 2. South Lake Tahoe
  - 3. Tahoma
- h. Economic Status
  - i. Extremely low income
  - ii. Very low income
  - iii. Low income
  - iv. Moderate income
  - v. High income
- i. Health Insurance Status
  - i. Private Insurance
  - ii. Medi-Cal
  - iii. Medicare
  - iv. Uninsured
- 7. Brief narrative to include:
  - a. Implementation status of activities
  - b. Successes and Challenges
  - c. Any Technical Assistance requested
- 8. Annual Year-End Report

- a. Briefly report on how implementation of the activity is progressing (e.g., whether implementation activities are proceeding on target), and any major accomplishments and challenges.
- b. Briefly report on how the activity has met opioid remediation goals.
- c. Briefly report on progress in providing services to youth, homeless/at risk of homelessness, and/or incarcerated/re-entry populations.
- d. Success stories of those who received services.
  - i. Do not include any PHI, PI or PII
- e. Any other information you would like to include



**El Dorado County Probation Department  
Exhibit D  
HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

**RECITALS**

**WHEREAS**, HHSA and Subrecipient (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to HHSA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

**WHEREAS**, HHSA and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

**WHEREAS**, HHSA is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

**WHEREAS**, BA, when a recipient of PHI from HHSA, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of HHS A Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of HHS A, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing HHS A with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by HHS A.
    5. Not disclose PHI disclosed to BA by HHS A not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by HHS A.
    6. De-identify any and all PHI of HHS A received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from HHS A, or from another business associate of HHS A, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by HHS A to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,



164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to HHS within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to HHS in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of HHS, BA may be required to reimburse HHS for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of HHS and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by HHS to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of HHS, within five (5) days, to PHI in a Designated Record Set, to HHS, or to an Individual as directed by HHS. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable HHS to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from HHS, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist HHS in meeting its disclosure accounting under HIPAA:
  - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by HHSa, BA agrees to provide to HHSa information collected in accordance with this section to permit HHSa to respond to a request by an Individual for an accounting of disclosures of PHI.
  - D. Make available to HHSa, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide HHSa a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of HHSa.
- A. HHSa agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by HHSa that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. HHSa agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. HHSa agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - D. HHSa shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by HHSa, except as may be expressly permitted by the Privacy Rule.
  - E. HHSa will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by HHSa to BA, or created or received by BA on behalf of HHSa, is destroyed or returned to HHSa, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon HHSa's knowledge of a material breach by the BA, HHSa shall either:
    1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by HHSa.
    2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
    3. If neither termination nor cures are feasible, HHSa shall report the violation to the Secretary.
  - C. Effect of Termination.
    1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of HHSa, return or destroy



all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that HHSa determines that returning or destroying the PHI is infeasible, BA shall provide to HHSa notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If HHSa elects destruction of the PHI, BA shall certify in writing to HHSa that such PHI has been destroyed.
- VII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for HHSa to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- VIII. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- IX. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- X. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit HHSa to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

### Approval and Signatures

By: *Brian Richart*  
Brian Richart (Mar 28, 2024 14:36 PDT)

Brian Richart  
Chief Probation Officer  
"BA Representative"

Dated: 03/28/2024

By: *S.D.*  
Salina Drennan (Mar 21, 2024 10:54 PDT)

Salina Drennan  
Alcohol and Drug Program Division Manager  
Behavioral Health Division  
"HHSa Representative"

Dated: 03/21/2024

