FUNDING AGREEMENT 8335
Opioid Settlement Funding Out

THIS FUNDING AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marshall Medical Center, a California Nonprofit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, California 95667 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, County 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, County, 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 sub award 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;

WHEREAS, County has determined that the provision of such services provided by Grantee are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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 Grantee's stated purpose; and

WHEREAS, Grantee has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I, Use of Funds, Reporting Requirements, and Payment; that it is an independent and bona fide business which operates, advertises and holds itself as such, is in possession of a valid business license or exemption, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

NOW, THEREFORE, HHSA and Grantee mutually agree as follows:

ARTICLE I
Use of Funds Reporting Requirements, and Payment:

Use of Funds:

A. Grantee shall perform activities as described in the submitted grant application as approved by the Opioid Remediation Panel as defined in Exhibit A marked "Application," incorporated herein and made by reference a part hereof.
B. All Grantee activities performed through this Agreement 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

Reporting Requirements:
Grantee shall submit activity and data reporting to 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:
Grantee shall be subawarded Opioid Settlement Funds in the amount of $ 322,877.77.

Within sixty (60) days of execution of this Agreement, County will advance funds to Grantee. 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.

Grantee shall revert any unspent funds that remain at the end of the term of this Agreement back to the County, for replenishment to County's Opioid Remediation Fund account. Grantee 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 County or Grantee may direct per the Article titled "Notice to Parties."

Mail Remittance to:
Health and Human Services Agency Attn: Fiscal Unit - Opioid Settlement 3057 Briw Road, Suite B Placerville, CA 95667

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County 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 County 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 Funding Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2025.

ARTICLE III

Funding Credit: Grantee agrees to acknowledge the County for the grant subawarded herein on all printed or internet materials generated for the Opioid Remediation program ("program") during the grant cycle (term of this Agreement) by using the County's approved seal, which can be found in various formats at http://172.23.249.149/Seal/ApprovedCountySeals.html, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal(s) can also be provided upon request. If there are no printed materials, acknowledgement to the County for this grant is to be announced by Grantee verbally at the event or program.

ARTICLE IV

Grantee to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Grantee, and Grantee may perform similar work or services for others. However, Grantee shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Grantee's responsibilities or hinder Grantee's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE V

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Grantee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Grantee exclusively assumes responsibility for acts of its employees, agents, affiliates, and Subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Grantee. Those persons will be entirely and exclusively under the direction, supervision, and control of Grantee.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Grantee performs the work or services for accomplishing the results. Contractor understands and agrees that Grantee lacks the authority to bind County or incur any obligations on behalf of County.

Grantee, including any Subcontractors or employees of Grantee, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid

holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Grantee shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Grantee. Grantee shall not be subject to the work schedules or vacation periods that apply to County employees.

Grantee shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Grantee provides for its employees.

Grantee acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Grantee shall not make any agreements or representations on the County's behalf.

ARTICLE VI
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 VII
No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

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

ARTICLE IX
No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE X
Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Taxes: Grantee certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Grantee to County. Grantee agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, which includes electronic email communication with read receipt requirement to the parties indicated herein, or as updated by either party. Should communication be written mail correspondence utilizing the United States Post Office, Notice shall be sent postage prepaid and return receipt requested.

Notices to County 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
hhsa-contract@edcgov.us

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 County directs.

Notices to Grantee shall be addressed as follows:

MARSHALL MEDICAL CENTER
Attn: Teri McClanahan, Grant Administrator
1100 Marshall Way
Placerville, CA 95667
vendor@xyz.com

or to such other location or email contact as the Grantee directs.

ARTICLE XV

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County 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 XVI

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
    1. The alleged default and the applicable Agreement provision.
    2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Grantee shall be liable to County for any excess

costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Grantee, the excess costs to procure from an alternate source.

2. County shall pay Grantee the sum due to Grantee under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Grantee under this Agreement and the balance, if any, shall be paid to Grantee upon demand.
3. County may require Grantee to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Grantee in this Agreement proves to have been false or misleading in any respect.
3. Grantee fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of Article titled, "Conflict of Interest".

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Grantee.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Grantee ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County 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, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Grantee, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Grantee 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 XVII

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers

and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Grantee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVIII

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Grantee maintains insurance that meets the following requirements:

A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.

C. Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.

D. In the event Grantee is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.

E. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

G. Grantee agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:
   1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
   2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. The Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIX

Nondiscrimination

A. County may require Grantee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Grantee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this agreement including but not limited to the following: Grantee and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Grantee shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Grantee and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Grantee's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

D. Grantee shall comply with Exhibit E, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Grantee shall acknowledge compliance by signing and returning Exhibit E upon request by County.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Grantee and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Grantee covenants that during the term of this Agreement neither it, or any officer or employee of the Grantee, has or shall acquire any interest, directly or indirectly, in any of the following:

A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
C. Any officer or employee of County that are involved in this Agreement.

If Grantee becomes aware of a conflict of interest related to this Agreement, Grantee shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

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 XXVIII
Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

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

ARTICLE XXX
Contract Administrator: The County Officer or employee 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. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, HHSA Director shall designate a representative to temporarily act as the primary Contract Administrator of this agreement and shall provide the Contractor with the name, address, email, and telephone number for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXI
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 XXXII
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: Salina Drennan (Mar 18, 2024 09:02 PDT) Dated: 03/18/2024

Salina Drennan
Alcohol and Drug Program Division Manager
Health and Human Services Agency
Behavioral Health Division

Requesting Department Head Concurrence:

By: Olivia Byron-Cooper
Olivia Byron-Cooper (Mar 18, 2024 11:08 PDT)

Dated: 03/18/2024

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: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- MARSHALL MEDICAL CENTER --

By: Siri Nelson
Siri Nelson (Mar 18, 2024 12:23 PDT) Dated: 03/18/2024
Siri Nelson
Chief Executive Officer
"Grantee"

By: John R. Knight
John R. Knight (Mar 18, 2024 14:43 PDT) Dated: 03/18/2024
John Knight
Secretary

Marshall CARES – Bridges to Opioid Treatment Program

Proposal Summary

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

To increase the impact of behavioral health and substance use disorder (SUD) management services on the Western Slope, Marshall Medical Center, and El Dorado Community Health Center (EDCHC) have recently signed a letter of intent for closer collaboration. Together we propose to address identified gaps in care by offering services to the most vulnerable within our SUD population and for whom organized services do not currently exist - targeted groups such as the unhoused, those transitioning out of incarceration, and perinatal mothers. The proposed funding of $533,220 will support program development, implementation, and quality improvement, providing transition services, perinatal care, and community collaboration around substance abuse treatment and prevention.

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 carry 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.

Marshall Medical Center (MMC) and EDCHC have extensive experience providing healthcare services to our community, including substance use disorder (SUD) treatment. In addition, our partnership dates back over 20 years, as Marshall Medical Center aided in the founding of EDCHC as part of a collaborative effort to serve the most vulnerable members of our community. We have an extensive network of established partnerships and relationships with community-based organizations that we consider vital to carrying out these proposed activities. These relationships include COPE, EDSO, and Public Health Services. As recipients of multiple SUD treatment-related funding awards for similar activities, our organizations have developed expertise in these proposed service offerings and in programs supported by grant funding. Our combined experience, established knowledge, and history in collaborative efforts equip us to achieve this funding opportunity's goals effectively.

MMC has provided healthcare services to our community for over six decades and strives to deliver healthcare services that exceed expectations. Marshall Clinically Assisted Recovery and Education Services (CARES) is an outpatient Medication-Assisted Treatment (MAT) clinic part of MMC. Marshal CARES provides low-barrier outpatient treatment for all substance use disorders (SUDs), including opioid use disorder, with a wide range of evidence-based medical treatment modalities, counseling, and navigation to supportive services to all people who use drugs in El Dorado County (EDC) and surrounding counties. Marshall Medical Center has been awarded "superior performance" by the Cal Hospital Compare Opioid Care Honor Roll in 2022 and 2023 and designated a Center of Excellence in treating SUD by the California Bridge Program.

There is no wrong door to access Marshall CARES, with patients seen in the Marshall Emergency Department (ED) given next-day appointments to CARES, appointments scheduled over the phone by the front desk, and walk-in patients accepted. Patients with urgent severe or emergent needs may access OUD treatment at the MMC Emergency Department (ED), where all providers are experienced with diagnosing OUD, providing medication-assisted treatment, and navigating patients to a MAT clinic like Marshall CARES for follow-up care. This integrated approach with the MMC ED is highly successful, with 83% of MMC ED referred patients with OUD attending their follow-up appointment at Marshall CARES in 2022. In addition, telehealth is available for all Marshall CARES patients with OUD for provider visits and counseling and navigation with SUNs, though in-person appointments are encouraged for provider visits.

Marshall CARES accepts all Medi-Cal and Medicare A/B, serving our community's high-need, low-income families. In 2022, Marshall CARES saw over 600 unique patients with OUD, a very high volume of patients, with greater than 90% residing in El Dorado County and being Medi-Cal or Medicare beneficiaries.[1] 99% of patients with OUD at Marshall CARES choose to receive medication-assisted treatment (MAT) with buprenorphine to stabilize their executive functions, reestablish their personal identities, relationships with family and friends, and careers, and provide protection from overdose in the event of a return to use. Many of these same patients also benefit from free-of-charge counseling and navigation with Marshall CARES's team of certified drug and alcohol counselors, called Substance Use Navigators (SUNs), to provide necessary psychosocial support and promote treatment and long-term recovery retention.

Through the proposed partnership with El Dorado County Substance Use Disorder Services (EDC SUDS), the SUN team at Marshall CARES will be able to provide assessments for patients to determine their medical necessity for a higher level of care and to work closely with EDC SUDS to expedite access to inpatient rehabilitation or intensive outpatient programs. This partnership will prove necessary for expanded access to services for our populations of focus and highlights the ability of MMC to create new and unique partnerships that improve patient care and access.

El Dorado Community Health Center (EDCHC) is a Federally Qualified Health Center founded in 2002 as a collaboration between Marshall Hospital and El Dorado Health and Human Services. The vision was to serve the community regardless of the patient's insurance or economic status. EDCHC formally opened in May 2003 with one location and three employees. EDCHC now serves approximately 12,000 patients through two full-time primary care clinics in Placerville and Cameron Park. In addition, we offer behavioral health and SUD treatment services. Our STEPS (Supportive Treatment Empowering Personal Success) was established in 2016 as a MAT Program in response to the local opioid epidemic. As the first in El Dorado County, STEPS has since evolved into a comprehensive SUD treatment program. By the American Society of Addiction Medicine (ASAM) standards, STEPS is considered a level 1.0 provider. In March of 2023, we launched an intensive track for SUD patients who would typically meet the criteria for level 2 care.

[1] "Epic - SlicerDicer."

One factor that led to the joint venture with EDCHC was the STEPS program at EDCHC. The STEPS Program at EDCHC provides comprehensive and integrated SUD services, including those with OUD. Our multidisciplinary team includes medical providers, nurses, behavioral health clinicians, and drug & alcohol counselors. Program offerings include medication-assisted treatment (MAT), group counseling, and individual psychotherapy. We provide trauma-informed care, including early assessment and direct referral to embedded trauma specialists trained in EMDR. Our patients can access psychiatry, primary care, dental services, and optometry. We also provide harm reduction services, including free Narcan and fentanyl test strips for all patients. Contingency management groups are offered to patients with active PSUD.

STEPS provides low-barrier access to SUD patients through internal (primary care) and community-based referrals. In FY 21-22, we served over 700 unique patients, of which nearly 90% were MediCal or Medicare. Our OUD retention rate during this time was around 50%. In addition to OUD, we treat AUD, PSUD, SHUD, and patients presenting with polysubstance issues. Our program offers comprehensive and integrated treatment, including mental health therapy for co-occurring conditions, drug & alcohol counseling, and psychiatry. STEPS patients can access other healthcare services, including primary care, dental, and optometry. All of our patients receive a standard ASAM assessment upon intake.

In 2022, 84% of EDCHC patients with known income levels were at or below 200% of the federal poverty level. Within our patient population, 67% are Medicaid/CHIP, with another 11% dually eligible. Five percent of our patient population was uninsured in 2022, while 6% was unhoused (EDCHC, HRSA 3.4 UDS Trends 2017-2022).

MMC and EDCHC have signed a letter of intent for close collaboration in delivering behavioral health and substance use disorder (SUD) management services on the Western Slope. We intend to build upon our collective strengths and maximize the use of available resources to create a fully sustainable partnership that ensures timely access to treatment and comprehensive care for all those in need. Furthermore, we intend to expand upon our collaborative participation in the El Dorado County Opioid Coalition (COPE) Program. This program has helped determine where service gaps exist in our community and what resources are needed to improve expedited access to substance use education, treatment, and recovery support services for people who use drugs in EDC. As the only FQHC in EDC, EDCHC has expertise in providing equitable outpatient healthcare services, regardless of a patient's socioeconomic and insurance status or income. EDCHC and MMC have partnered informally since 2018 to facilitate outpatient treatment of patients with SUD, ensuring timely follow-up care for patients with OUD treated in the Marshall ED. We will deepen this partnership by formalizing and streamlining existing workflows, facilitating patient navigation and the sharing of patient information, as well as combining community outreach efforts. By including behavioral health services in the partnership, we intend to expand access to SUD patients needing psychiatric care for co-occurring mental health conditions. EDCHC works similarly with its specialty pharmacy as CARES.

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 helpful structure is to break the project down into component goals. Use each goal as its heading, and under each heading, list and describe the activities that will be funded to achieve that goal and how the 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.

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?

The partnership between CARES and STEPS will provide a solution like non-other in the County. As the two largest providers of OUD services, we can ensure the most comprehensive care and treatment is offered to people affected by OUD. Together we can ensure that the most significant number of people seeking treatment will be served. We do not believe that another activity can meet the growing OUD needs of this community as our partnership presents.

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

The partnership between CARES and STEPS covers several HIAAs, encompassing three (3) or 50% of the HIAAs listed. The proposed programs contain the HIAA as follows: The Bridges to Opioid Treatment Program presented through Marshall CARES and STEPS satisfies HIAA 2. The Jail Bridge Program will create and expand upon treatment for the incarcerated population of El Dorado County, satisfying HIAA 4—the bridges to treatment for the unhoused response to HIAA 3. The Perinatal Bridge program will respond to HIAA2.

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

In alignment with EDC's local priorities, the proposed MMC programs will provide services that cover all five areas.

- Treat opioid use disorder (oud)
- Support people in treatment and recovery
- Connect people who need help to the help they need (connections to care
- Address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence
- Prevent overdose deaths and other harms (harm reduction) -

The Bridges to Opioid Treatment Program proposed through Marshall CARES and STEPS satisfies Local priorities A, B, and E. The Jail Bridge program addresses Local Core Strategy C. Bridges for the Unhoused addresses Local Core Strategy C, and the Perinatal Bridge satisfies Local Core Strategy D.

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

SUD, particularly OUD and overdose, affects all sectors of our community. The proposed activities will supplement current activities in the community and bring heightened focus to those vulnerable populations. Though services are open to our targeted people, there is no cohesive focus given to the particular needs of these populations in treatment. Our proposed programs will expand upon existing services to better serve our target populations. Within the local priority areas, MMC will target formerly incarcerated, pregnant, or parenting women and their families, including babies with neonatal abstinence, unhoused persons, and people in the general population affected by SUD. The proposed programs will supplement services where there is currently a gap. Such as services to the formally incarcerated, pregnant or parenting women and babies with neonatal abstinence syndrome, and the unhoused.

Our submission proposes program activities that cover three areas of identified high need in the community and for which organized services are currently lacking:

- Jail Bridge – Connections to Treatment from Incarceration
- Perinatal Bridge - Connections to Treatment for Perinatal Women
- Connections to Treatment for the Unhoused

Further details of each of these programs are provided below in greater detail.

Is the strategy evidence-based, and how robust is the research base on the strategy?

All proposed programs are evidenced-based as documented within each program area.

<u>Connections to OUD Treatment</u>

Goal 1. Provide access to opioid use disorder treatment at Marshall Cares and EDCHC STEPS for people in treatment and recovery.

Objective 1.1 Finalize the working partnership with EDHC STEPS.

Marshall CARES provides low-barrier outpatient MAT services to the underserved population of people who use drugs in EDC. In 2022, of the 616 unique patients with opioid use disorder (OUD), 99% of those patients received buprenorphine, and >85% reside within the Western Slope of EDC. Marshall CARES and STEPS are trusted locations to quickly access evidence-based outpatient MAT services, decreasing the likelihood of overdose and death. Marshall CARES and STEPS provide access to medication for opioid use disorder (MOUD) services for all patients with California's expanded Medicaid program, Medi-Cal. In 2022, 76% of Marshall CARES patients with OUD had contracted Medi-Cal managed care plans, fee-for-service or

presumptive Medi-Cal, with another 10% having Medicare A/B, and 14% having private insurance, "out-of-county" Medi-Cal or Kaiser insurance plans not currently contracted with MMC. In 2022, >87% of all patients receiving MOUD at Marshall CARES received assistance with treatment costs from grant funding, which are no longer available for patients in 2023. This was one factor that led to the joint venture with EDCHC.

In 2021 opioid prescriptions in EDC decreased by 15%, while buprenorphine prescriptions increased by 15% during this same period. Despite these improvements in opioid stewardship and MOUD access, the annual opioid overdose mortality rate in 2021 rose 234% from 2019, with higher rates observed for Latinx and Native Americans. EDC experienced 33 opioid-related overdose deaths in 2021, up from 10 in 2019 (CDPH 2022). The EDC Coroner's Office has given early reports that 2022 will be another record-setting year for opioid-related overdose deaths.[2] This increase in opioid-related overdose mortality reflects the near-exclusive availability of fentanyl as the illicit opioid of choice in EDC, with fentanyl being responsible for over 75% of overdose deaths in 2021 and no heroin-related overdose deaths reported in EDC for the first time in 5 years. Concurrently, since 2017, EDC has seen a steady rise in adults experiencing suicidality and frequent mental distress, with a 5.9% increase in adults experiencing severe psychological distress. Despite this increase in behavioral health needs, from 2019 to 2021, there has been a 12.4% drop in adults receiving behavioral health care services.[3]

Objective 1.2 Provide OUD treatment and co-occurring SUD/MH treatment to people impacted by OUD.

All Marshall CARES and STEPS providers are authorized to prescribe Schedule II, III, IV, and V controlled substances. Following California law, they are registered with the Controlled Substance Utilization Review and Evaluation System (CURES).[4] STEPS currently has two providers board certified in addiction medicine. MMC utilizes Epic as the single electronic medical record system with integrated CURES automation to report prescriptions for Schedule II, III, IV, or V controlled substances to providers and provide reminders to consult CURES, per California law.[5] Marshall CARES and EDCHC STEPS prescribe all buprenorphine formulations, following federal guidelines for administration.[6] From 2019 through 2021, providers from Marshall CARES accounted for 51% of all buprenorphine prescriptions from EDC prescribers.[7] In 2022, 97% of patients were prescribed sublingual buprenorphine or buprenorphine/naloxone, 23% injectable buprenorphine (Sublocade), and <2% with transdermal or buccal patches.[8] Patients who prefer Sublocade must wait at least two weeks for prescriptions to arrive from a few specialty pharmacies. Marshall CARES will work closely with the new Marshall Specialty

[2] "ODMAP."
[3] "Well Dorado."
[4] "California Public Health."
[5] "Epic - SlicerDicer."
[6] "Practice Guidelines for the Administration of Buprenorphine for Treating Opioid Use Disorder."
[7] "El Dorado Opioid Overdose Snapshot: 2019 Q1 - 2022 Q2."
[8] "Epic - SlicerDicer."

Pharmacy (MSP) to mitigate this wait to provide expedited patient access to Sublocade. EDCHC works similarly to its specialty pharmacy.

Marshall Medical Center is in a federally designated rural area that covers over 50% of the Western Slope of EDC, with over 64% of 616 unique patients with OUD in 2022 residing in a federally designated rural area with high poverty rates.[9] MMC is contracted to provide care for patients with Medi-Cal, including managed care, fee-for-service, and presumptive plans. In 2022, over 76% of Marshall CARES's patients with OUD had contracted Medi-Cal as their primary benefit plan, with 56% of those patients also residing in a federally designated rural area with high poverty rates.[10] Most patients with OUD have noncontracted Medi-Cal, commercial or no insurance, or otherwise have non-covered OUD treatment costs. The financial burden is a significant barrier to OUD treatment, with prices in the range of $16,000 per patient and even minimal cost-sharing associated with poor treatment engagement.[11] [12] We propose to use awarded funding to eliminate insurance barriers for patients with OUD by covering the cost of sublingual buprenorphine using a payer-of-last-resort model.[13] Past use of this model saw 74% of patients with OUD in 2021 retained in treatment for at least six months.[14]

The STEPS Program at EDCHC provides comprehensive and integrated SUD services, including those with OUD. Our multidisciplinary team consists of medical providers, nurses, behavioral health clinicians, and drug & alcohol counselors. Program offerings include medication-assisted treatment (MAT), group counseling, and individual psychotherapy. We provide trauma-informed care, including early assessment and direct referral to embedded trauma specialists trained in EMDR. Our patients can access psychiatry, primary care, dental services, and optometry. We also provide harm reduction services, including free Narcan and fentanyl test strips for all patients. Contingency management groups are offered to patients with active PSUD.

In 2022, 84% of EDCHC patients with known income levels were at or below 200% of the federal poverty level. Within our patient population, 67% are Medicaid/CHIP, with another 11% dually eligible. Five percent of our patient population was uninsured in 2022, while 6% was unhoused (EDCHC, HRSA 3.4 UDS Trends 2017-2022).

Objective 1.3 Provide evidenced based Harm-Reduction services to people affected by OUD.

Marshall CARES and STEPS provides an innovative harm reduction (HR)-focused, low-barrier, no-wrong-door approach to personalized MOUD for patients with buprenorphine or naltrexone, along with individual and group counseling and navigation to recovery support services (RSS).[15] Patients can schedule appointments by calling the clinic or as a same-day walk-in patient when

[9] "Epic - SlicerDicer."
[10] "Epic - SlicerDicer."
[11] Cox, Rae, and Sawyer, "A Look at How the Opioid Crisis Has Affected People with Employer Coverage."
[12] Grycznski et al., "Leaving Buprenorphine Treatment: Patients' Reasons for Cessation of Care."
[13] "About The ASAM Criteria."
[14] "Epic - SlicerDicer."
[15] Kapadia et al., "A Harm Reduction Approach to Treating Opioid Use Disorder in an Independent Primary Care Practice: A Qualitative Study."

possible. Clinic services are available Monday to Friday, 8 am to 5 pm. Patients with urgent severe or emergent needs may access MOUD at the MMC Emergency Department (ED), where all providers are experienced with diagnosing OUD and administering and prescribing buprenorphine. Patients who have received buprenorphine in the MMC ED are provided follow-up appointments within 72 hours of discharge for continuing care at Marshall CARES. This integrated approach with the MMC ED offers low-barrier access to patients with urgent or emergent OUD treatment needs, with 83% of MMC ED referred patients attending their follow-up appointment at Marshall CARES in 2022. In addition, telehealth is available for all Marshall CARES patients with OUD for provider visits and counseling and navigation with SUNs, though in-person appointments are encouraged for provider visits. Telehealth is not currently utilized for new patient intakes or patients who are unstable or otherwise chaotic in their substance use. The Plan-Do-Study-Act (PDSA) method will expand clinic access to patients who struggle to attend appointments during typical weekday clinic hours to increase access to treatment services.[16]

Marshall CARES has three staff-certified drug and alcohol counselors, a Program Manager, and two Substance Use Navigators (SUNs). All patients with OUD at Marshall CARES meet with a SUN during new patient intake for assessment and brief intervention. Patients are assessed utilizing a hybrid of the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5) and American Society of Addiction Medicine (ASAM) criteria to understand both the severity of use and context in which someone is using opioids, as well as if they may need a higher level of care like IP rehabilitation.[17] [18] The ASAM criteria also capture a patient's emotional well-being and open a discussion of self-reported mental health diagnoses.[19] Many patients self-report experiencing a diversity of adverse childhood experiences (ACEs). In 2025, Marshall CARES will implement screening for ACEs to identify and educate patients on the health impact of toxic stress and navigate to appropriate services. For patients with indications of a mental health disorder, referrals are made to psychiatry for treatment and proper diagnosis. To ensure that all staff are trauma aware and skilled in brief interventions, awarded funds will be used annually to provide trauma-informed care and motivational interviewing (MI) training in years 2 to 5. Considering the severity of OUD, trauma, and mental health, SUNs, and providers engage patients in a HR-focused, shared decision-making process around their treatment plan that respects autonomy and meets patients where they are at.[20] Patients are not required to stop using drugs to receive treatment for OUD. They are referred to the local CDPH-authorized syringe service provider (SSP), Sierra Harm Reduction Coalition (SHRC), to support their health and safety while continuing to use. Marshall CARES also offers HR services in-clinic, providing intranasal naloxone (NARCAN) free-of-charge to all patients, their friends, and family, and walk-ins through the Take-Home Naloxone Program. In Q4 2023, fentanyl test strips will also be provided as part of the Take-Home Naloxone Program to support patients' ability to make

[16] "Epic - SlicerDicer."
[17] "About The ASAM Criteria."
[18] *Diagnostic and Statistical Manual of Mental Disorders*.
[19] "About The ASAM Criteria."
[20] Kapadia et al., "A Harm Reduction Approach to Treating Opioid Use Disorder in an Independent Primary Care Practice: A Qualitative Study."

informed choices around their substance use. At Marshall CARES, we want to assess the whole patient to help create an individualized treatment plan that meets patients wherever they are.

Patients can attend individual or group counseling sessions, which are not mandatory.[21] Group counseling sessions at Marshall CARES are held daily, Monday through Thursday, with an additional Friday group session planned to begin in Q1 2024. Marshall CARES's two SUNs and front desk staff provide additional case management, helping navigate patients via direct, informal relationships with individuals in organizations that best fit what patients would like for their recovery. MMC has recently been contracted as a California Advancing and Innovating Medi-Cal Enhanced Care Management (CalAIM-ECM) provider, navigating enrolled patients to expanded case management. To support additional navigation for high-needs patients, in 2026, SUNs at Marshall CARES will become CalAIM-ECM Care Managers that can provide enhanced billable navigation services for patients with Medi-Cal.

Performance Activities and Measures	**Program Enhancement**	**Time**	**Responsible Staff**
Patients navigated through CARES/STEPS OUD service.	Timely navigation, Expanded access to buprenorphine	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Appointment attendance	Navigation Success	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Assessments completed	Increased engagement with counseling	Q4 2023-Q4 2024	MMC Program Manager/STEPS
ACEs screening	Improved assessment of trauma and provided education and navigation	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Access to inpatient rehabilitation intake	Expanded access to inpatient rehabilitation for Medi-Cal recipients	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Access to inpatient rehabilitation	Improved engagement with inpatient rehabilitation for Medi-Cal recipients	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Connect patients with supportive resources.	Patient Resource Center to connects patients with supportive resources	Q4 2023-Q4 2024	MMC Program Manager/STEPS
6-month treatment retention	Treamment retention	Q23 2024	MMC Program Manager/STEPS

[21] Weiss et al., "Who Benefits from Additional Drug Counseling among Prescription Opioid-Dependent Patients Receiving Buprenorphine-Naloxone and Standard Medical Management?"

Provide patients with Fentanyl test strips.	Successful distribution of fentanyl test strips	Q4 2023-Q4 2024	MMC Program Manager/STEPS
Provide access to naloxone.	Successful distribution of naloxone	Q4 2023-Q4 2024	MMC Program Manager/STEPS

Jail Bridge – Connections to Treatment from Incarceration

Goal 2. Provide expedited access to opioid use disorder treatment at Marshall CARES and El Dorado Community Health Center STEPS for soon-to-be and recently released El Dorado County Jail inmates.

We propose offering evidence-based treatment and recovery support for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system.

Data from the National Inmate Surveys estimated that 63% of people serving sentences in jails met the criteria for SUD.[22] Studies show that incarceration is a primary risk factor for death during detainment and after release.[23] Following release from incarceration is a particularly high-risk period for overdose death, with people who had been incarcerated being between 40 to 129 times more likely to die from an overdose within two weeks post-release than the general public.[24] This high risk of overdose post-release has driven overdose as the leading cause of death for inmates and the third leading cause of death while detained.[25]

- Medical treatment of OUD, particularly with buprenorphine, is considered the "gold standard' of care for incarcerated individuals and is supported by ASAM and the National Commission on Correctional Health Care (NCCHC).[26] [27] [28] [29] Marshall CARES is aware of this high risk for relapse and overdose death and currently prioritizes seeing recently incarcerated patients. However, there is no partnership with EDC Jail or EDC Probation to ensure that newly released inmates with OUD are navigated promptly to medical treatment. We believe that Marshall CARES's success with engaging people with OUD will translate well into connecting with and serving current and recently released inmates of El Dorado County Jail. and STEPS

Objective 2.1. Establish a partnership with EDC Jail and EDC Probation for the navigation of recently released individuals to Marshall CARES and EDCHC STEPS

[22] Bronson, et al., "Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007-2009."
[23] Mital, Wolff, and Carroll, "The Relationship between Incarceration History and Overdose in North America: A Scoping Review of the Evidence."
[24] Binswanger, et al., "Release from Prison--a High Risk of Death for Former Inmates."
[25] Ranapurala et al., "Opioid Overdose Mortality Among Former North Carolina Inmates: 2000-2015."
[26] "About The ASAM Criteria."
[27] "Tip 63: Medications for Opioid Use Disorder," 63.
[28] Rich et al., "Methadone Continuation versus Forced Withdrawal on Incarceration in a Combined US Prison and Jail: A Randomized, Open-Label Trial."
[29] "Effective Treatment for Opioid Use Disorder for Incarcerated Populations."

Marshall CARES has made early steps in forming a partnership with EDC Jail for the navigation of recently detained individuals to Marshall CARES immediately upon release from jail. We propose further developing this partnership to create a navigation pathway in collaboration with EDC Probation, the EDC Jail healthcare providers, Marshall CARES and EDCHC STEPS providers, and counselors. The program will serve two groups of inmates, those referred by EDC Jail medical staff and those who self-refer while in jail or at release. These discussions are underway with EDC Jail leadership and EDC Probation, with verbal commitments to creating a navigation process with CARES and STEPS. We expect that this partnership will be solidified in quarter 4 (Q4) 2023, including the development of a memorandum of understanding (MOU) and release of information (ROI).

Objective 2.2. Provide priority navigation for soon-to-be and recently released inmates of EDC Jail with OUD to Marshall CARES or EDCHC STEPS for treatment, counseling, and navigation to supportive services.

Marshall CARES and EDCHC STEPS will set aside specific times of the week to prioritize clinic visits for medical treatment and drug and alcohol counseling for individuals recently released from EDC Jail. Priority will be set for individuals within three months of being released from jail, with preferences made for those referred by EDC Jail staff or Probation within one week of discharge. EDC Jail case managers and EDC Probation staff can directly schedule appointments for interested clients at Marshall CARES or EDCHC STEPS. Scheduling of appointments may also be facilitated by SUNs at Marshall CARES.

We also hope to leverage recent changes with Medi-Cal for justice-involved individuals allowing Medi-Cal eligibility within 90 days of release to provide day-of-release access to identified individuals. Those incarcerated who identify interest in treatment during the 90 days before departure from El Dorado County Jail may enroll in Medi-Cal and connect with Marshall CARES to answer questions and concerns. In the 30 days before an inmate is released, Marshall CARES SUNs will facilitate scheduling an appointment during the week of release, as close to the day of release as possible. Marshall CARES SUNs will maintain contact with patients during this time to navigate potential barriers, including transportation, insurance, housing, food insecurity, and personal or family concerns about treatment. All patients will receive an initial appointment that includes drug and alcohol counseling and a visit with the provider for medical treatment. Naloxone, the opioid overdose reversal drug, will be provided free of charge for all identified individuals at discharge from jail.

Priority navigation pathways for soon-to-be and recently-released individuals from EDC Jail with be created and implemented by Q1 2024. Monthly meetings will be held with EDC Jail, EDC Probation, and Marshall CARES Program Manager and SUN team to review data, address emergent issues, and ensure program quality.

Objective 2.3. Provide group drug and alcohol counseling at EDC Jail to facilitate SUD education and promote motivation for change for justice-involved individuals

Many of the staff of Marshall CARES, including all certified drug and alcohol counselors, are people with lived experience with substance use and the criminal justice system. Lived

experience has been shown to reduce the stigma associated with OUD treatment and the marginalization of patients with OUD.[30] Lived experiences help Marshall CARES and STEPS staff empathize with criminal justice-involved patients struggling with substance use, provide compassionate trauma-informed care, navigate their unique struggles, and support life in active recovery.

Counselors from Marshall CARES and EDCHC STEPS will run biweekly group counseling sessions at the EDC Jail to provide education about SUD and its effective treatment at Marshall CARES and EDCHC STEPS and to facilitate connections with current inmates who would like to self-refer or be referred by jail staff or Probation. All Marshall CARES SUNs are well experienced at running group counseling sessions and do so every weekday at Marshall CARES for all patients. For group counseling, Marshall CARES utilizes Living in Balance (LIB), an evidence-based curriculum for group counseling. The LIB program is a psychoeducational and experiential treatment model designed for clients to enter the group counseling program at any point in the cycle of sessions. Group counseling sessions may also act as ideal occasions for inmates to express a desire for treatment and to be navigated to Marshall CARES of EDCHC STEPS at release. Further, group counseling sessions in the EDC Jail may promote word-of-mouth spread of treatment navigation opportunities at release. We anticipate that group counseling sessions will begin in the EDC Jail by Q2 2024.

Objective 2.4. Provide access to inpatient rehabilitation or an intensive outpatient program for justice-involved individuals with appropriate medical necessity

Outpatient MAT and recovery support services are not always enough to help a patient on the road to recovery; thus, a higher level of care may be needed. Marshall Medical Center will utilize our new process with EDC SUDS to help recently detained patients get access to the care they need when needed. Patients in the Jail Bridge program will be provided county assessments for medical necessity for inpatient rehabilitation or intensive outpatient services when desired by the individual or encouraged by the Marshall CARES SUN. This will allow Marshall CARES SUNs to be a point of contact for a patient while awaiting high acuity services and to advocate for the patient when necessary.

Jail Bridge Program Measures

Monthly calls will be held with relevant EDC Jail staff and Probation to review current data and specific cases and discuss process issues and improvements. Poor activity in performance measures will drive identifying areas for quality improvement. Data tracked over time will help establish baseline numbers and inform future program goal-setting.

Performance Activities and Measures	Program Enhancement	Time	Responsible Staff

[30] Atkins, Legreid Dopp, and Boone Temaner, "Combatting the Stigma of Addiction - The Need for a Comprehensive Health System Approach."

Patients navigated through EDC Jail	Timely navigation, Expanded access to buprenorphine	Q1 2024	Marshall CARES Program Manager, SUN, STEPS
Patients guided through EDC Probation	Convenient navigation, Expanded access to buprenorphine	Q1 2024	Marshall CARES Program Manager, SUN, STEPS
Appointment attendance	Navigation success	Q1 2024	MMC Program Manager, SUN, STEPS
Patients prescribed buprenorphine	Access to buprenorphine	Q1 2024	MMC Program Manager, SUN, Provider, STEPS
6-month treatment retention	Treatment retention	Q3 2024	MMC Program Manager, SUN, STEPS
Inmates served by group counseling.	Access to drug and alcohol counseling, recovery support	Q2 2024	MMC Program Manager, STEPS
Jail Bridge patients receiving EDC SUDS assessment	Expedited access to higher levels of care	Q4 2023	MMC Program Manager, SUN, STEPS

Perinatal Bridge - Connections to Treatment for Perinatal Women

Goal 3. Provide expedited bidirectional navigation between Marshall Medical Center OB and Marshall CARES or EDCHC STEPS for pregnant and recently postpartum patients with OUD for treatment or OB care

The prevalence of maternal SUD and subsequent pregnancy complications in the United States has increased dramatically in the past decade. The national prevalence of maternal OUD more than quadrupled from 1999 to 2014, with 7% of mothers who gave birth in hospitals from 2007 to 2016 having SUD diagnoses.[31] With the ongoing opioid crisis, there has been a sharp increase in women using illicit opioids during pregnancy and related withdrawal symptoms, called neonatal abstinence syndrome (NAS), with 6 in every 1000 newborns diagnosed with NAS.[32] In rural areas of California, that can result in the baby being separated from the mom and transferred to a neonatal intensive care unit (NICU) at a distant hospital. Pregnant mothers taking

[31] "SUBSTANCE USE DISORDER HURTS MOMS & BABIES."
[32] "Opioid Use and Opioid Use Disorder in Pregnancy."

buprenorphine for their OUD can pass the buprenorphine through their breast milk, alleviating many withdrawal symptoms of babies with NAS and mitigating the need to transfer the baby to a NICU.[33]

To improve the care of babies with NAS and to promote a connection between mother and baby, the Marshall Medical Center Birth Center established an Eat, Sleep, Console (ESC) program for mothers with OUD. ESC is an evidence-based approach that focuses on the comfort and care of infants with NAS from mothers with OUD by maximizing nonpharmacologic methods of treatment, increasing family involvement in the treatment of their infant, and or "as needed" use of opioids in the hospital, particularly for pain management during labor and delivery.[34] The ESC program at Marshall utilizes a scoring tool that aims to guide NAS treatment. The device is driven by the infant's clinical signs of withdrawal by evaluating an infant's ability to eat ≥ 1 oz. or breastfeed well, sleep undisturbed for ≥ 1 hour, and be consoled. If these criteria are unmet, the medical team meets, assesses the environment and nonpharmacologic approaches, and considers initiating or escalating pharmacotherapy.[35] Over the last two years, the ESC program at Marshall helped keep 66% of babies born to mothers with OUD together with mom, improving maternal and baby health outcomes and connections. To better connect perinatal women with OUD with perinatal care, birth planning, and Marshall's ESC program, Marshall CARES proposes creating a specific program for connecting perinatal women with both treatments for OUD and OB care.

Objective 3.1. Create and promote screening for OUD among perinatal and parenting women in EDC.

The EDC Perinatal SUD Collaborative recently identified the identification of perinatal and newly postpartum women with OUD as a significant contributing factor to poor access to treatment and support services. The EDC Perinatal SUD Collaborative consists of stakeholders from Public Health, EDCOE, CPS, EDC SUDS, MMC, Marshall CARE, EDCHC, EDCHC STEPS, and community-based organizations concerned with providing access to care for perinatal and parenting women in EDC. Marshall CARES and EDCHC STEPS will partner with Marshall OB to design a process for identifying and navigating perinatal patients with OUD in the outpatient OB clinic. Recently the EDC Perinatal SUD Collaborative has begun drafting a screening tool to help identify pregnant and parenting women with SUD who may need treatment and recovery support services. This screening tool is a modified version of the 4Ps Plus screening tool. The 4Ps Plus screening tool is a validated health screening instrument designed specifically for pregnant women. It screens for alcohol, tobacco, marijuana, and illicit drug use among pregnant and parenting women.[36] The 4Ps Plus screening tool will be utilized by the Marshall OB outpatient clinic and selected community partners by the EDC Perinatal SUD Collaborative to identify women who might need both OB care and OUD treatment. We

[33] "Treatment for Opioid Use Disorder Before, During, and After Pregnancy."
[34] Grisham et al., "Eat, Sleep, Console Approach: A Family-Centered Model for the Treatment of Neonatal Abstinence Syndrome."
[35] Grisham et al.
[36] "4 Ps Plus Screening Tool."

anticipate the 4Ps Plus screening tool being ready for distribution to Marshall OB and community-based organizations in Q3 2023.

Objective 3.2. Provide priority navigation for identified perinatal or recently postpartum women with OUD to Marshall CARES or EDCHC STEPS for treatment, counseling, and navigation to supportive services

Women who screen positive with the 4Ps, or are otherwise diagnosed with OUD, will be offered a referral to Marshall CARES or EDCHC STEPS to discuss their substance use and receive treatment if desired. Marshall CARES or STEPS and EDCHC STEPS will have priority appointment times for medical treatment and drug and alcohol counseling for perinatal women referred from community partners and Marshall OB. This will enable Marshall CARES and EDCHCSTEPS to schedule perinatal women within 24 hours of referral. Naloxone, the opioid overdose reversal drug, will be provided free of charge for all identified individuals from each community partner. Those with urgent or emergent needs will be referred to the Marshall ED to begin treatment, followed by appointment with Marshall CARES or EDCHC STEPS.

All pregnant or parenting patients will receive an initial appointment that includes drug and alcohol counseling and a visit with the provider for medical treatment. Marshall CARES or STEPS counselors will maintain contact with patients to navigate potential barriers, including transportation, insurance, housing, food insecurity, and personal or family concerns about treatment. Follow-up appointments will be made within one week of the initial clinic visit to provide medical and psychosocial support during the initial phase of treatment. Subsequent clinic visits or telemedicine will be scheduled based on the patient's current needs. Marshall CARES counselors will continue navigating potential barriers to treatment and support based on the patient's needs. We anticipate that these priority navigation pathways will be ready for implementation in Q4 2023 since they unlikely require any MOUs or ROIs.

Objective 3.3. Provide navigation to OB care with Marshall OB for perinatal women with OUD from Marshall CARES or EDCHC STEPS for treatment, counseling, and navigation to supportive services

When Marshall CARES or EDCHC STEPS identifies a perinatal patient with OUD who does not have current OB care, they will be navigated to Marshall OB for expedited access to the outpatient OB clinic for care. If Marshall OB is inappropriate for that patient or EDCHC, they will be directed to OBs in another healthcare system with an active ESC program. By 35 weeks of pregnancy, Marshall CARES SUNs will ensure that each patient will have established care with an OB and have an individualized birth plan that supports their treatment and recovery and the pre-and post-birth care they desire. A PH nurse is assigned to patients for additional psychosocial support and medical care where warranted. We anticipate that navigation to Marshall OB will be ready for implementation in Q1 2024, if not sooner.

Objective 2.4. Provide access to inpatient rehabilitation or an intensive outpatient program for perinatal and recently postpartum women with OUD

Those patients desiring a higher level of care will be assessed directly by Marshall CARES or STEPS SUNs for inpatient rehabilitation through the existing partnership and process with EDC SUDS. Perinatal and, recently, postpartum women have immediate access to a higher level of care and can often be provided a bed in an inpatient rehabilitation facility within 24 hours. This service will be ready for implementation as soon as funding is awarded.

Perinatal Bridge Program Measures

Bimonthly meetings will be held with relevant Marshall OB staff and community partners through the EDC Perinatal SUD Collaborative to review current data and specific cases and discuss process issues and improvements. Poor activity in performance measures will drive identifying areas for quality improvement. Data tracked over time will help establish baseline numbers and inform future program goal-setting.

Performance Activities and Measures	Program Enhancement	Time	Responsible Staff
Perinatal patients referred through 4Ps Plus screening	Identification and access to appropriate screening	Q4 2023	Marshall CARES Program Manager, SUN
Perinatal patients navigated to Marshall CARES or EDCHC STEPS.	Timely navigation	Q4 2023	Marshall CARES Program Manager, SUN
Perinatal patients navigated to Marshall OB or elsewhere	Timely navigation, OB care access	Q1 2024	Marshall CARES Program Manager, SUN, Provider
Marshall CARES or EDCHC STEPS appointment attendance	Navigation success	Q4 2023	MMC Program Manager, SUN
Perinatal patients prescribed buprenorphine	Access to buprenorphine	Q4 2023	MMC Program Manager, SUN, Provider
6-month treatment retention	Treatment retention	Q2 2024	MMC Program Manager, SUN
Perinatal Bridge patients receiving EDC SUDS assessment	Expedited access to higher levels of care	Q4 2023-Q4 2024	MMC Program Manager, SUN

Unhoused Bridge - Connections to Treatment for the Unhoused

Goal 4. Provide expedited access to opioid use disorder treatment at Marshall CARES and El Dorado Community Health Center STEPS for people experiencing homelessness identified through the El Dorado Navigation Center.

SUD is a significant risk factor for homelessness.[37] OUD and overdose disproportionately impact people experiencing homelessness. Patients experiencing homelessness have been found to have a higher incidence of opioid-related hospital visits and increased overdose rates. [38] At this time, it is impossible to state the number of people experiencing homelessness in EDC that struggle with OUD. However, El Dorado County outranks the State of California with the number of per capita opioid prescriptions and opioid overdoses.[39] During the last El Dorado County Point-In-Time count of individuals experiencing homelessness, there were 511 people in shelters or unhoused, of which 86% were unhoused.[40] MMC saw 140 patients in the hospital diagnosed as experiencing, having experienced, or at risk of experiencing homelessness, with many more likely unidentified due to this information not being shared during patient registration or care.[41] Among these patients experiencing homelessness, 104 were diagnosed with SUD, 29 had been diagnosed with OUD, and 17 had experienced an opioid-related overdose. The presumption and anecdotal experiences of Marshall CARES, Marshall ED, and EDCHC STEPS are that there may be a higher incidence of OUD among people experiencing homelessness in EDC.

SUD and the opioid epidemic significantly impact the population of people experiencing homelessness in El Dorado County. Yet, our data show they are willing to engage in medical treatment if we meet them where they are and provide low-barrier access to care. In 2022, Marshall CARES identified 38 patients experiencing homelessness, with 87% diagnosed with OUD and with 97% receiving buprenorphine to treat their OUD. Marshall CARES maintains an excellent reputation among people experiencing homelessness in El Dorado County, mainly through personal experiences and word-of-mouth, showing that Marshall CARES is an ideal treatment location for people experiencing homelessness and struggling with SUD.

Objective 4.1. Establish a partnership with EDC Jail and EDC Probation for the navigation of recently released individuals to Marshall CARES and EDCHC STEPS

Marshall CARES proposes joining EDCHC's current partnership with the El Dorado Navigation Center for the priority navigation of people experiencing homelessness and struggling with SUD and would like to engage with treatment at Marshall CARES and EDCHC STEPS. Marshall CARES has made early steps in forming a partnership with the El Dorado Navigation Center to navigate individuals struggling with SUD to Marshall CARES for treatment or the Marshall ED for urgent or emergent SUD treatment needs. We propose further developing this partnership to create a formal navigation pathway in collaboration with the El Dorado Navigation Center

[37] Manhapra, Stefanovics, and Rosenheck, "The Association of Opioid Use Disorder and Homelessness Nationally in the Veterans Health Administration."
[38] Yamamoto et al., "Association between Homelessness and Opioid Overdose and Opioid-Related Hospital Admissions/Emergency Department Visits."
[39] "El Dorado Opioid Overdose Snapshot: 2019 Q1 - 2022 Q2."
[40] "Point in Time Count Annual Report for El Dorado County."
[41] "Epic - SlicerDicer."

director and staff, connected HHSA social workers, and Marshall CARES and EDCHC STEPS providers and counselors. The program will serve all individuals experiencing homelessness that are current residents of the El Dorado Navigation Center. We have verbal commitments with the El Dorado Navigation Center to create a low-barrier navigation process with CARES and STEPS. We expect that this partnership will be solidified in quarter 4 (Q4) 2023, including the development of a memorandum of understanding (MOU) and release of information (ROI).

Objective 4.2. Provide priority navigation for soon-to-be and recently released inmates of EDC Jail with OUD to Marshall CARES or EDCHC STEPS for treatment, counseling, and navigation to supportive services.

The El Dorado Navigation Center will identify individuals experiencing homelessness during the intake process that may be struggling with substance use. Those determined to use opioids will be given priority navigation to Marshall CARES and EDCHC STEPS for OUD treatment. Specific times of the week will be allocated to prioritize clinic visits for medical treatment and drug and alcohol counseling for individuals experiencing homelessness from the El Dorado Navigation Center. Scheduling of appointments may also be facilitated by SUNs at Marshall CARES. All patients will receive an initial appointment that includes drug and alcohol counseling and a visit with the provider for medical treatment. Marshall CARES SUNs will maintain contact with patients to navigate potential barriers, including transportation, insurance, housing, food insecurity, and personal or social concerns about treatment. Naloxone, the opioid overdose reversal drug, will be free for all identified individuals.

Priority navigation pathways for individuals experiencing homelessness from the El Dorado Navigation Center will be created and implemented by Q1 2024. Monthly meetings will be held with EDC Jail, EDC Probation, and Marshall CARES Program Manager and SUN team to review data, address emergent issues, and ensure program quality.

Objective 4.3. Provide group drug and alcohol counseling at the El Dorado Navigation Center to facilitate SUD education and promote motivation for change for individuals experiencing homelessness.

Many of the staff of Marshall CARES, including all certified drug and alcohol counselors, are people with lived experience with substance use and experiencing homelessness, and housing instability. Lived experience has been shown to reduce the stigma associated with OUD treatment and the marginalization of patients with OUD. Lived experiences help Marshall CARES staff empathize with patients experiencing homelessness and struggling with substance use, provide compassionate trauma-informed care, navigate their unique struggles, and support life in active recovery.

Counselors from Marshall CARES and EDCHC STEPS will run biweekly group counseling sessions at the El Dorado Navigation Center to provide education about SUD and its effective treatment at Marshall CARES and EDCHC STEPS and to facilitate connections with current residents of the Navigation Center who would like to self-refer or be referred by Navigation Center staff. All Marshall CARES SUNs are well experienced at running group counseling sessions and do so every weekday at Marshall CARES for all patients. For group counseling,

Marshall CARES utilizes Living in Balance (LIB), an evidence-based curriculum for group counseling. The LIB program is a psychoeducational and experiential treatment model designed for clients to enter the group counseling program at any point in the cycle of sessions. Group counseling sessions may also act as ideal occasions for residents to express a desire for treatment and to be navigated to Marshall CARES of EDCHC STEPS. Further, group counseling sessions in the El Dorado Navigation Center may promote word-of-mouth spread of treatment navigation opportunities at release. We anticipate that group counseling sessions will begin in the El Dorado Navigation Center by Q2 2024.

Objective 4.4. Provide access to inpatient rehabilitation or an intensive outpatient program for individuals experiencing homelessness from the El Dorado Navigation Center with appropriate medical necessity

Outpatient MAT and recovery support services are not always enough to help a patient on the road to recovery; thus, a higher level of care may be needed. Marshall Medical Center will utilize our new process with EDC SUDS to help patients experiencing homelessness get access to the care they need when they need it. Patients will be provided county assessments for medical necessity for inpatient rehabilitation or intensive outpatient services when desired by the individual or encouraged by the Marshall CARES SUN. This will allow Marshall CARES SUNs to be a point of contact for a patient while awaiting high acuity services and to advocate for the patient when necessary.

Unhoused Bridge Program Measures

Monthly calls will be held with relevant EDC Jail staff and Probation to review current data and specific cases and discuss process issues and improvements. Poor activity in performance measures will drive identifying areas for quality improvement. Data tracked over time will help establish baseline numbers and inform future program goal-setting.

Performance Activities and Measures	Program Enhancement	Time	Responsible Staff
Patients navigated through El Dorado Navigation Center.	Timely navigation, Expanded access to buprenorphine	Q1 2024	Marshall CARES Program Manager, SUN
Appointment attendance	Navigation success	Q1 2024	MMC Program Manager, SUN
Patients prescribed buprenorphine	Access to buprenorphine	Q1 2024	MMC Program Manager, SUN, Provider
6-month treatment retention	Treatment retention	Q3 2024	MMC Program Manager, SUN

El Dorado Navigation Center residents are served by group counseling	Access to drug and alcohol counseling, recovery support	Q2 2024	MMC Program Manager
Unhoused Bridge patients receiving EDC SUDS assessment	Expedited access to higher levels of care	Q4 2023	MMC Program Manager, SUN

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*").[14]

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.

[14] 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:[15]

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.

[15] 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 mediation 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 ("*PAARI*");

    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 ("*CTI*"), 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.

PART TWO: PREVENTION

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.

PART THREE: OTHER STRATEGIES

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.

Marshall Medical Center
Exhibit C
Opioid Settlement Funds Grantee 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, Grantees shall report data on a quarterly basis on this reporting form provided. Grantees will also submit an annual report on the form provided which will reflect the work completed for during the past Fiscal Year (FY).

Reports are emailed to **EDCOSF@edcgov.us** **Attn: OSF Quarterly Reporting**
Quarterly Reporting Due Dates

Reporting Period	Dates	Report Due
FY 23/24 Q3	Date of Execution of Agreement to 3/31/2024	4/10/24
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 (2024)	7/31/2024

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
    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.

Marshall Medical Center
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").

R E C I T A L S

WHEREAS, County and Grantee (hereinafter referred to as Business Associate ("BA") entered into the Underlying Agreement pursuant to which BA provides services to County, 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, the County 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, County 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 County, 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 County 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 the County, 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 County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
5. Not disclose PHI disclosed to BA by County 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 County.
6. De-identify any and all PHI of County 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 County, or from another business associate of County, 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 County 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 County 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 County 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 the County, BA may be required to reimburse the County 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 the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County 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 County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County 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 County, 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 the County 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 subGrantees 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 the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, 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 County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

V. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County 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. County 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. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County 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 the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, 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 the County's knowledge of a material breach by the BA, the County 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 the County.
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, the County 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 County, return or destroy

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

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County 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 County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subGrantees, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subGrantees, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

VIII. 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 County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.

X. 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.

XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: Siri Nelson (Mar 18, 2024 12:23 PDT) Dated: 03/18/2024

Name
"BA Representative"

By: Salina Drennan (Mar 18, 2024 09:02 PDT) Dated: 03/18/2024

Name
"HHSA Representative"

Marshall Medical Center
Exhibit E
"Vendor Assurance of Compliance with
Nondiscrimination in State and Federally Assisted Programs"

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

03/18/2024
Date

Siri Nelson
Siri Nelson (Mar 18, 2024 12:23 PDT)
Signature

1100 Marshall Way, Placerville
Address of vendor/recipient

(08/13/01)

Marshall Medical Center
Exhibit F
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☑ NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☑ NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/18/2024	Siri Nelson Siri Nelson (Mar 18, 2024 12:23 PDT)
Date	Signature of authorized individual
Marshall Medical Center	Siri Nelson
Type or write name of company	Type or write name of authorized individual