MEMORANDUM of UNDERSTANDING #8322
Between Health and Human Services Agency and Sheriff's Office
Opioid Settlement Funding Out

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Health and Human Services Agency of the County of El Dorado (hereinafter referred to as "HHSA"), and County of El Dorado Sheriff's Office (hereinafter referred to as "Subrecipient").

RECITALS

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

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

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

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

ARTICLE I
Use of Funds and Payment:

Use of Funds:

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

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

Payment:

Subrecipient shall be subawarded Opioid Settlement Funds in the amount of **$132,020.80**.

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

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

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

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

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

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

Notices to HHSA shall be addressed as follows:

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

with a copy to:

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

or to such other location as the HHSA directs.

Notices to Subrecipient shall be addressed as follows:

EL DORADO COUNTY SHERIFF'S OFFICE
200 Industrial Drive
Placerville, CA 95667

or to such other location as the Subrecipient directs.

ARTICLE VI

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

ARTICLE VII

Termination and Cancellation:

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

ARTICLE VIII

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

ARTICLE IX

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII

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

ARTICLE XVIII

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

ARTICLE XIX

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

ARTICLE XX

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

Requesting Contract Administrator Concurrence:

By: Salina Drennan (Mar 21, 2024 10:11 PDT) Dated: 03/21/2024

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

Requesting Department Head Concurrence:

By: Olivia Byron-Cooper Olivia Byron-Cooper (Mar 21, 2024 10:35 PDT) Dated: 03/21/2024

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 5/21/24

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Ivana Schauffler
Deputy Clerk

Dated: 5/21/24

-- EL DORADO COUNTY SHERIFF'S OFFICE --

By: Jeff LEikauf (Mar 30, 2024 14:10 PDT)

Dated: 03/30/2024

Jeff Leikauf
Sheriff
"Subrecipient"

JEFF LEIKAUF
SHERIFF - CORONER - PUBLIC ADMINISTRATOR
COUNTY OF EL DORADO
STATE OF CALIFORNIA

El Dorado County Sheriff's Office and

Proposal/Application for Opioid Prevention Funds

July 2023

PROPOSAL SUMMARY

The PROPOSAL is based on combining two proven and well-studied youth crime prevention programs called Project L.E.A.D and S.C.H.I.E.L.D. Project L.E.A.D and S.C.H.I.E.L.D are collaborative programs in which the Eldorado County Sheriff's Office, the District Attorney's Office and local schools join together to educate students about the personal and social consequences of substance abuse. The PROPOSAL would fully fund one (1) S.C.H.I.E.L.D. Deputy at $218,000 for the term of one year.

ORGANIZATION BACKGROUND AND EXPERIENCE

The El Dorado County Sheriff's Office has an established and robust School Resource Officer program that services El Dorado County High School districts, as well as several Middle Schools. We have recently developed the Safeguarding Children through Healthy Initiatives Education Law Enforcement and Deterrence (SCHIELD) Deputy program, as part of the established SRO Team. We currently have one (1) SCHIELD Deputy who is working in conjunction with the District Attorney's Office LEAD Officer and elementary school districts to engage "At risk" youth. The SCHIELD Program will be run by the same administration with the same philosophy as the current SRO program.

El Dorado County has 57 elementary schools with only one (1) SCHIELD Deputy. Currently we are only able to service a few schools, out of many that that the school district has identified as high risk. There are simply more schools than we have resources.

The El Dorado County District Attorney's Office will not be asking to fund their LEAD program but are offering its services in the continued partnership with the El Dorado County Sheriff's Office SCHIELD Program. This Proposal will add a second SCHIELD Deputy, in order to engage more schools and children, doubling the capacity we currently have.

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PROGRAM DESCRIPTION

SCHIELD and LEAD Programs

The Safeguarding Children through Healthy Initiatives Education Law Enforcement and Deterrence (SCHIELD) program uses contacts that law enforcement officers make in the normal course of their duties to identify at-risk youth and connect them with community resources.[i] By improving coordination among law enforcement, social services, community service providers, and the school system, the SCHIELD program facilitates early identification and treatment of at-risk youth who might otherwise be overlooked. The SCHIELD program is designed to accomplish two primary goals. First, it uses the contacts that police officers make in the course of their normal duties to identify youth who they think are likely to become involved in violent behavior, substance abuse, and gang activities. At-risk youth are identified as those who are exposed to family risk factors such as domestic violence and other criminal activities in the home. Second, SHIELD provides youth with services that are tailored to meet their individual needs by using a multidisciplinary team of representatives from the community, schools, and service agencies. The primary mechanism that supports these goals is the youth referral process.

As part of this PROPOSAL, we will describe the El Dorado County District Attorney's Office Project L.E.A.D. Project LEAD is part of a collaboration between the El Dorado County Sheriff's Office SCHIELD Project and the El Dorado County District Attorney's Office to engage "At risk" Youth. They are not asking for funding in this PROPOSAL but are an integral part of what we do. This is an added value to the citizens of El Dorado County.

Project L.E.A.D. (Legal Enrichment And Decision-making) is a law-related education program designed in 1993.[ii] Project L.E.A.D. creates classroom experiences that are intended to give students the motivation and skills to avoid risky or illegal behavior (e.g. shoplifting, vandalism, truancy or dropping out of school, and bullying or discriminatory behavior) in the future. The program was implemented at the fifth-grade level with this prevention goal in mind. Project L.E.A.D. places volunteer "facilitators" (prosecutors and sworn law enforcement personnel) in fifth-grade classrooms. The facilitators work with classroom teachers to implement the curriculum using active learning strategies such as role-play scenarios, field trips and a mock trial to orient students to issues and procedures common to the justice system.

PLAN FOR PROPOSED POSITION

SCHIELD and Project L.E.A.D. engage students in activities thought to encourage reasoning about the kinds of activities that may lead to legal sanctions. A review of programs to reduce recidivism among juvenile offenders suggests that successful programs include strategies that foster reasoning, problem-solving and perspective-taking skills, especially to enable youth to stop and think before acting in order to consider the consequences of their decisions (Wright, 1996).

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SCHIELD is a collaborative program in which local law enforcement and local schools join to educate students about the personal and social consequences of substance abuse. The Curriculum focuses on the following:

- Strong "NO USE" message.
- Immediate consequences
- Normative beliefs
- Consequential thinking (Problem solving and conflict management)
- Self-management skills
- Voluntary commitment
- Credible presenter
- Character Education· Protective factors-resiliency
- Interactive participatory learning
- Social resistance skills
- Violence prevention
- Alternatives
- Role-modeling
- Set curriculum and quality training.

The SCHIELD Program curriculum is evidence-based and has been evaluated in a randomized controlled trial and found to be efficacious in reducing substance abuse. It is based on Social Emotional Learning (SEL) principles that fit well with current research and practice in teaching youth. The curriculum, designed based on the Socio-Emotional Learning Theory (SEL), identifies fundamental, basic skills and developmental processes needed for healthy development including:

- Self-awareness and management
- Responsible decision making
- Understanding others
- Relationship and communication skills
- Handling responsibilities and challenges

SEL theory teaches youth to control their impulses and think about risks and consequences resulting in more responsible choices. SCHIELD believes that if you can teach youth to make safe and responsible decisions, it will guide them to healthy choices, not only about drugs, but across all parts of their lives. As they grow to be responsible citizens, they will lead healthier and more productive drug-free lives.

Established course lessons are arranged in a scaffolding process, starting with the basics about responsibility and decision making and then building on each other allowing students to develop their own responses to real life situations. The very first lesson starts with responsibility and introduces decision making with subsequent lessons applying these skills in increasing complex ways, to drug use and other choices in their lives.

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Finally, Project L.E.A.D and SCHIELD both seek to build positive assets in students. Research suggests that one of the most effective ways to prevent youth involvement in risky or detrimental activities is to help youth acquire important "developmental assets" (Scales, 1999). Developmental assets describe both the internal competencies and external supports that help youth thrive and maintain healthy lifestyles and attitudes. Among the many assets young people need to thrive are school engagement, achievement motivation, cultural competence, planning and decision-making and resistance skills. They have been found to be important for protecting youth from high-risk behaviors and to promote thriving indicators such as school success, helping others and delaying gratification (Scales, 1999).

MEASURING SUCCESS

Any evaluation of program effectiveness depends on the criteria that are chosen to determine success. How we propose to evaluate the program is as follows:

- Within the first year of program implementation, we will track each child and or family referred to county services. The school course curriculum is the main function of the SCHIELD Deputy but occasionally the SCHIELD Deputy will be the liaison for services due to the added positive exposure to law enforcement.
- We will conduct satisfaction surveys with the schools, teachers, parents and students at the completion of each course.
- We will conduct an internal audit and time study to determine hours needed to adequately perform the assignment.

REQUIRED QUESTIONS

- ***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 SCHIELD and LEAD Programs are the first of their kind for Elementary and Secondary Schools in El Dorado County. These programs specifically address children at the age where we can see the greatest reduction in substance abuse issues, later in life. These programs offer lifelong coping and decision-making skills, as well as positive relationships, that can assist them well after the training courses have ended.

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

  The SCHILED and LEAD Programs fit well into the High Impact Abatement Activity under the Schedule A Core Strategies. Schedule "A", Section G, Prevention Programs. SCHIELD is a proven, evidence-based program for the prevention of substance abuse. The SCHIELD and

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

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

  Yes. These programs are already established and have shown their efficacy. This proposal will allow us to enhance what we already offer to the community. It will allow us to double our efforts to educate students about the personal and social consequences of substance abuse and violence.

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

  The SCHIELD Program curriculum is evidence-based and has been evaluated in a randomized controlled trial and found to be efficacious in reducing substance abuse. It is based on Social Emotional Learning (SEL) principles that fit well with current research and practice in teaching youth. The curriculum, designed based on the Socio-Emotional Learning Theory (SEL), identifies fundamental, basic skills and developmental processes needed for healthy development including:

  - Self-awareness and management
  - Responsible decision making
  - Understanding others
  - Relationship and communication skills
  - Handling responsibilities and challenges

  The SCHIELD Program also fits into the model for Substance Misuse Prevention Practitioners. The Curriculum meets the standards as set forth in the SAMHSA publication, Selecting Best-Fit Programs and Practices: Guidance for Substance Misuse Prevention Practitioners.

  The U.S. Department of Health and Human Services National Institute on Drug Abuse provides good insight to preventing drug use among children and adolescents. In their researched based guide for parents, educators, and community leaders, they state that "early intervention with risk often has a greater impact than later intervention by changing a child's life path (trajectory) away from problems and toward positive behaviors. (Ialongo et al. 2001)."[iii] They also note in this resource that prevention programs for elementary school children should target improving academic and social-emotional learning to address risk factors for drug abuse, such as early aggression, academic failure, and school dropout with a focus on the following skills: self-control; emotional awareness; communication; and social problem-solving.

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PROJECT TIMELINE/BUDGET TIMELINE

The SCHIELD Program has already gone through the planning stage and education is being provided to the current SCHIELD Deputy. We have met with schools and are in the planning stages scheduling schools and classes. The curriculum has been set and authorized by the school district. The planned date to implement the first SCHIELD Deputy will be the beginning of August 2023, at the beginning of the school year. This PROPOSAL will add a second SCHIELD Deputy that would then follow the first, as funding arrives.

BUDGET

The PROPOSAL is for one SCHIELD Deputy. A Full Time Employee (FTE) Deputy Sheriff is $218,000 per year. We are requesting $218,000 for the first year of the SCHIELD Program, with the possibility of a second year, if approved.

FINAL REMARKS

In closing, This PROPOSAL would create a robust science-based youth prevention program directly tied to the ending, reduction, or lessening the effects of the opioid epidemic in communities and include prevention, intervention, harm reduction.

"It is easier to build strong children than to repair broken men."

— Frederick Douglass

[i] https://www.ojp.gov/pdffiles1/ojjdp/184579.pdf
[ii] https://projectlead.lacounty.gov/wp-content/uploads/2019/09/LEADFinalReport.pdf
[iii] https://nida.nih.gov/sites/default/files/preventingdruguse_2_1.pdf

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El Dorado County Sheriff's Office
Exhibit B
Funding Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[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 of Opioid Remediation 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.

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[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.

El Dorado County Sheriff's Office
Exhibit C
Opioid Settlement Funds Subrecipient Reporting Requirements

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

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

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

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

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

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

i. Select and describe how this activity meets the selected HIAA (no more than 200 words.
ii. Description of the population this activity serves.

5. Services Data (Quarterly Reporting)
    a. Unduplicated numbers of individuals served including demographic data (see Item #6).
    b. How many people received referrals to substance use disorder treatment or early intervention services.
    c. How many people had a diagnosed opioid use disorder.
    d. How many people followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
    e. How many people received linkages to other agencies for primary care, social, vocational, educational, or other types of support services.
    f. How many people received screening and/or assessment services.
    g. How many people received treatment and/or recovery services.
    h. How many people received recovery residence services.
    i. How many people received MAT services.
    j. How many educational and/or prevention presentations were delivered.
    k. Estimated average attendance of education and/or prevention presentations.
    l. Other data (please describe).
6. Demographics
    a. Gender
    b. Age Group
        i. Children/Youth (ages 0-15)
        ii. Transitional Age Youth (TAY) (ages 16-25)
        iii. Adult (ages 26-59)
        iv. Older Adult (ages 60+)
    c. Special Population Served
        i. Youth
        ii. Homeless/At risk of homelessness
        iii. Criminal justice
    d. Ethnicity
    e. Race
    f. Primary Language
        i. English
        ii. Spanish
        iii. Other
    g. City/Town of Residence
        i. North County
            1. Coloma
            2. Cool
            3. Garden Valley
            4. Georgetown
            5. Greenwood
            6. Lotus

7. Kelsey
8. Pilot Hill

ii. Mid County
1. Camino
2. Cedar Grove
3. Echo Lake
4. Kyburz
5. Pacific House
6. Pollock Pines
7. Riverton

iii. South County
1. Fair Play
2. Grizzly Flats
3. Mt. Aukum
4. Somerset

iv. West County
1. Cameron Park
2. El Dorado Hills
3. Shingle Springs
4. Rescue

v. Placerville Area
1. Diamond Springs
2. El Dorado
3. Placerville
4. Pleasant Valley

vi. Tahoe Basin
1. Meyers
2. South Lake Tahoe
3. Tahoma

h. Economic Status
i. Extremely low income
ii. Very low income
iii. Low income
iv. Moderate income
v. High income

i. Health Insurance Status
i. Private Insurance
ii. Medi-Cal
iii. Medicare
iv. Uninsured

7. Brief narrative to include:
a. Implementation status of activities
b. Successes and Challenges
c. Any Technical Assistance requested
8. Annual Year-End Report

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

El Dorado County Sheriff's Office
Exhibit D
HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

II. Scope of Use and Disclosure by BA of HHSA 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 HHSA, 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 HHSA with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by HHSA.
5. Not disclose PHI disclosed to BA by HHSA 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 HHSA.
6. De-identify any and all PHI of HHSA 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 HHSA, or from another business associate of HHSA, 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 HHSA 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 HHSA 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 HHSA 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 HHSA, BA may be required to reimburse HHSA 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 HHSA and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by HHSA 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 HHSA, within five (5) days, to PHI in a Designated Record Set, to HHSA, or to an Individual as directed by HHSA. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable HHSA 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 HHSA, 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 HHSA in meeting its disclosure accounting under HIPAA:

1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by HHSA, BA agrees to provide to HHSA information collected in accordance with this section to permit HHSA to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to HHSA, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide HHSA a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

V. Obligations of HHSA.

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

B. HHSA agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. HHSA agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

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

E. HHSA will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

VI. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by HHSA to BA, or created or received by BA on behalf of HHSA, is destroyed or returned to HHSA, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon HHSA's knowledge of a material breach by the BA, HHSA shall either:

1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by HHSA.
2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cures are feasible, HHSA shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of HHSA, return or destroy

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

2. In the event that HHSA determines that returning or destroying the PHI is infeasible, BA shall provide to HHSA notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If HHSA elects destruction of the PHI, BA shall certify in writing to HHSA that such PHI has been destroyed.

VII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for HHSA to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

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

IX. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

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

Approval and Signatures

By: Jeff LEikauf (Mar 30, 2024 14:10 PDT) Dated: 03/30/2024

Jeff Leikauf
Sheriff
El Dorado County Sheriff's Office
"BA Representative"

By: Salina Drennan (Mar 21, 2024 10:11 PDT) Dated: 03/21/2024

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