

Agreement for Medication Assisted Treatment Hub and Spoke Subcontract

This Agreement for the Medication Assisted Treatment Hub and Spoke Subcontract (Agreement), effective upon January 1, 2018 (Effective Date), is entered into in order to specify the terms and conditions under which Janus of Santa Cruz County (Janus) agrees to provide funds through the California Department of Health Care Services (DHCS) consistent with the federal grants issued by the Substance Abuse and Mental Health Services Administration (SAMHSA)- State Targeted Response Opioid Grant Program (Program) to the County of Santa Cruz, Health Services Agency (County).

1. Scope of Services. The “Scope of Services” is attached hereto and hereby incorporated into this Agreement as Exhibit A, and sets forth the services to be provided by the County under this Agreement.

2. Amount and Purpose of Agreement. Janus agrees to pay the County full compensation up to \$666,076 (\$333,038 from DHCS Grant # 17-94467 and \$333,038 from DHCS Grant # 17-94468). The amount of the Agreement shall be in consideration of and on condition that the sum be expended only for the purposes of carrying out the Scope of Services in Exhibit A. The County shall use any and all funds provided through the Agreement solely as set forth in Exhibit A. Unless specifically provided in this Agreement or in Exhibit A, no part of the Agreement may be used to fund overhead or indirect administrative costs of the County, even if those services are utilized to support the services set forth in Exhibit A. No part of the Agreement may be used to fund expenses related to lobbying or political action by the County. To the extent that the County is unable to use any part of the Agreement funds as set forth in the Scope of Services, the County shall notify Janus and return any funds that have not been or cannot be expended as provided in Exhibit A. The County agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Scope of Services in Exhibit A. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement unless specifically provided for in the terms of Exhibit A.

3. Payment Schedule. The schedule for the payment of the Agreement is County will submit monthly invoices with actual costs detail and Janus will reimburse County within 30 days of receipt of invoice.

4. Payment Documentation. Janus reserves the right to request additional documentation as it deems necessary to validate the use of Agreement funds. Janus reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the County, including but not limited to those of Sections 1 and 2.

5. Insurance. County shall maintain Comprehensive General Liability Insurance coverage with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

6. Term. This Agreement shall remain in effect so long as the Scope of Services in Exhibit A is in effect, and in any event shall terminate in accordance with Janus funding terms as defined by

the Grant Agreement.

7. Termination. Either party may terminate this Agreement with 60 days written notice.

8. Effect of Termination. In the event of termination, this Agreement including Exhibit A shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Program funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. The provision of Sections 9 and 10 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

9. Remedies.

- a. The County shall return to Janus any Program funds that the County cannot document that it has used to carry out the scope of services provided for in Exhibit A.
- b. In the event the County fails to complete the full scope of services that are to be carried out over the course of time as contemplated in Exhibit A, the County may be required to return any Program funds that it has already received under this Agreement, even if such funds were properly used.

10. Indemnification. Each Party ("Indemnifying Party"), at its own expense, agrees to defend, indemnify and hold harmless the other Party ("Indemnified Party") and any of Indemnified Party's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party's performance of its obligations under this Agreement.

11. Independent Contractors. The parties hereto are independent contractors and neither Janus nor the County is an agent or employee of the other.

12. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

13. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

14. Assignment. This Agreement shall not be assigned by the County either in whole or in part.

15. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

For the County:

For Janus:

Signature: _____

Signature: _____

Name: Giang T. Nguyen

Name: _____

Title: Health Services Agency Director

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
Skolley 2/9/2018
CLERK OF THE COUNTY COURTS

**COUNTY OF SANTA CRUZ
EXHIBIT A – Scope of Services**

Scope of Services

The County agrees to exercise special skill to accomplish the following results respect to Janus Medication Assisted Treatment (MAT) Hub and Spoke Program:

Objectives: The primary goal of medication-assisted treatment (MAT) is to provide treatment for opioid use disorders through structured, integrated health care services in a primary care setting. The addition of 2.0 FTE Mental Health Client Specialists, 3.0 FTE Clinic Nurse III alternately staffed with Public Health Nurse II's and 1.0 FTE Mental Health Counselor II to the clinics' MAT program, as subcontracted through Janus' MAT Hub & Spoke Grant, is expected to increase the number of Drug Addiction Treatment Act of 2000 (DATA 2000) waived medical providers from 12 to 17 by year one and increase the clinics' MAT patient population from 110 to 410 by the end of year two.

Grant Term: January 1, 2018-December 31, 2019 (DHCS approved extensions may lengthen grant term).

Description of Key Activities, Outcomes, and Project Time Line

Activity Description	Expected Outcome	Responsible Staff	Completion
Baseline Data Collection	Collect baseline data on MAT program	HSA Departmental Analyst	Months 1-2
Initiate Steering Committee, hold first meeting	Oversight and input for MAT program	HSA Clinics	Month 1, ongoing
Amend existing or create new MOU with subcontracting agencies	Finalize Contract for Hub & Spoke Grant	Health Services Agency Administration & Janus	Months 1-2
Review and adapt existing policies and procedures, work flows for services and documentation, referral forms and procedures; forms for intake and assessment, service plans, tools for tracking changes in client status, outcomes; data collection and entry systems etc.	Finalize MAT Policy, Implement OBOT Stability Index for MAT assessment	MAT Steering Committee	Months 1-2
Supporting clinics division MAT programs by hiring 2.0 FTE Mental Health Client Specialists (MHCS) 1.0 FTE Mental Health Counselor II. MHCS will be present in the primary care setting to support the IBH clinicians and provide specialized care coordination to patients with opioid use disorders. MHCS will be present in team meetings and will be part of the patients care team alongside physicians, therapists, nurses, and medical assistants. They will primarily be assigned to support patients in the	Hire 2.0 FTE MHCS and 1.0 FTE Mental Health Counselor II. MHCS staff have the expected outcome increasing accessibility to the MAT program and improve program adherence by providing case management services. Because of the outreach skills of these staff a secondary outcome is to bring more patients into the clinic who are ready for MAT.	HSA Clinics Health Center Manager	By Month 3 By year 1

MAT clinic and will also support others in the IBH clinic. Some of their time will be spent in the field supporting patients where they live and assisting with various appointments and social supports.	150 New MAT patients served 300 New MAT patients served	Health Center Manager	By year 2
Establish "Seeking Safety" trauma informed groups in order to address the needs of patients experiencing homelessness and/or addiction secondary to trauma.	Participation in Seeking Safety groups will be at least 10% of overall MAT patients.	Integrated Behavioral Health Program Manager	Months 1-3
Clinic/Public Health Nurses will provide nurse care management for MAT patients and support providers at all three clinic sites. Mental Health Client Specialists will provide medical case management services for MAT patients and support providers at all three clinic sites.	Hire 3.0 FTE Clinic Nurse III/Public Health Nurse II. 50% increase in enrolled MAT services by new patients. 50% of new MAT patients will remain enrolled in MAT program after 6 months. 65% of MAT patients will report a decrease in using opiates.	HSA Clinics Health Center Manager Health Center Manager Health Center Manager	By Month 3 By year 1 By year 1 By year 1
Training for all MAT Hub and Spoke staff utilizing Janus technical assistance resources	Training for all MAT hub & spoke staff hired through grant, and training for all clinic staff on Hub and Spoke program implementation, including policies and procedures for MAT program	HSA Clinics	Months 1-4, ongoing
Service delivery initiated among MAT Hub and Spoke staff, including bi-directional phone triage system with Janus	Service delivery and bi-directional phone triage system fully operational	HSA Health Center Manager and Janus MAT Program Director	By Month 4
Sustainability plan for MAT program created	Plan created to demonstrate sustainability of non-billable positions hired through the MAT Hub & Spoke Grant	Health Center Managers	By Month 6
Data pulls for evaluation – Data pulled from MAT intake, OBOT Stability Index, patient lists	Data used for evaluating progress of MAT Hub & Spoke program	HSA Departmental Analyst	6 months, 12 months, & Annually
Health Services Agency will increase MAT capacity by training physicians and mid-level medical providers to become licensed DATA 2000 waiver providers. Ongoing technical assistance and coaching provided by Janus will provide support to newly trained medical staff.	5 additional medical providers will obtain their DATA 2000 waiver from the DEA. Currently, there are 12 waived providers. 5 additional medical providers will receive technical assistance provided by Janus.	Health Center Manager Health Center Manager and Janus MAT Hub & Spoke Program Manager	By year 1 By year 1
Through our outreach programs we strive to increase education, testing,	Anticipated outcome in increase knowledge of MAT services and	Health Center Manager	Ongoing

<p>treatment when accepted and clinical management for patients with or at risk of HIV/AIDS, hepatitis C, and other diseases associated with opioid abuse.</p>	<p>availability of evidenced based health education and testing to those most at risk for HIV, Hepatitis C and other STDs.</p> <p>Outreach to 300 patients per year.</p>		<p>By year 1</p>
<p>Integrate Peer Coaching Program into MAT Program - Peer coaches will conduct intake visits with the above patients during which they will determine if these individuals are candidates to participate in the subsequent clinic based group visits. Coaches are especially qualified to assess whether or not these patients are intent on reducing their dependence on opioids. If the patient wishes these peer coaches also will accompany the patient to their next visit with their doctor to discuss possible alternatives to medication assisted treatment in addressing the risk of opioid dependence. The coach's presence also can facilitate the clinician's trust in the social history and other information collected from the intake session. It also alleviates concerns about HIPAA regulations since the patient is consenting to have this information shared.</p>	<p>The program seeks to improve the patients' quality of life by reducing their suffering without overdependence on opioid medications.</p>	<p>Janus MAT Hub & Spoke Program Manager and HSA Clinics</p>	<p>By year 1</p>
<p>Progress report to Janus</p>	<p>Present year end data on MAT program</p>	<p>Sr. Health Services Agency Manager</p>	<p>Annually and End of Year 2 for Final Report</p>