

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOLANO COUNTY SHERIFF'S OFFICE, WELLPATH, AND
MEDMARK TREATMENT CENTERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 23rd day of July, 2019, is by and between the SOLANO COUNTY on behalf the SOLANO COUNTY SHERIFF'S OFFICE (COUNTY), WELLPATH (WELLPATH), and MEDMARK TREATMENT CENTERS FAIRFIELD (MTC), each individually referred to as a Party and collectively, as the Parties.

WHEREAS, an average of 65% of the persons incarcerated in the Solano County Detention Facilities suffer from a Substance Use Disorder (SUD); and

WHEREAS, 25% have an Opioid Use Disorder (OUD); and

WHEREAS, it is the COUNTY's desire to continue the Medication Assisted Treatment (MAT) of incarcerated persons already receiving MAT upon booking/incarceration in the Solano County Detention Facilities (currently the Justice Center Detention Facility but reserving the right to expand it to the other Facilities in future); and

WHEREAS, as the COUNTY's contracted in-custody medical provider in the Detention Facilities, WELLPATH, would be responsible for providing the continuity of care for such inmate patients and to help coordinate their care both in custody and upon release; and

WHEREAS, MTC is an authorized Solano County Opioid Treatment Provider, with funding from the California Department of Health Care Services (DHCS) MAT Hub and Spoke System available to them to provide and administer methadone and buprenorphine (MEDICATIONS) to inmate patients while in custody; and

WHEREAS, it is to the parties' mutual benefit that the coordination of care for inmate patients be shared in the Solano County Detention Facilities and during their transition back to the community upon release.

NOW THEREFORE, it is mutually agreed as follows:

1. MTC Responsibilities:

- a. MTC shall not charge any fee to, or claim reimbursement from, any inmate patient or third-party payers for the services provided hereunder. Should MTC's grant funding expire and is not replaceable, all parties agree to revisit the terms of this MOU.
- b. MTC will complete all necessary verifications between partner clinics, MTC, and other clinic providers for incarcerated persons requesting continuance of MEDICATIONS.

- c. MTC will comply with COUNTY requirements to provide medication for all eligible incarcerated persons with liquid concentrate or tablets dissolved in liquid form.
- d. MTC will provide MEDICATIONS and staff nurse to deliver MEDICATIONS daily, Monday through Friday. The delivery on the last business day before a weekend or holiday shall include sufficient quantities of MEDICATIONS to provide prescribed doses throughout the following non-business day(s).
- e. MTC will provide Chain of Custody Record Solano County Incarcerated Patient form to WELLPATH. Both MTC and WELLPATH will retain copies and store them according to Drug Enforcement Agency requirements.

2. WELLPATH Responsibilities:

- a. Upon obtaining appropriate authorization to release information forms, WELLPATH will communicate with MTC staff as needed pertaining to the mental health and medical care of patients (diagnoses, medication, course of treatment, current and past symptom presentation).
- b. WELLPATH will get a Signed Consent and Release of Information from Inmate/Patient Treatment and Release of Information form and send via facsimile to the attention of the dispensing staff along with a daily list to MTC staff of all persons who require MEDICATIONS, specifically what type of medication. The form may also be sent via e-mail if encrypted.
- c. WELLPATH will ensure that all MEDICATIONS are given at the direction of WELLPATH authorized staff upon verification and will notify MTC if problems arise.
- d. WELLPATH will secure MEDICATIONS in a locked cabinet or similar secure location where prescribed narcotics are currently stored that is not accessible to incarcerated persons or correctional staff.
- e. WELLPATH will notify COUNTY's Correctional staff that inmates have been administered MEDICATIONS and must be secluded for approximately 15 to 20 minutes and observed until all MEDICATIONS are dissolved.

3. COUNTY Responsibilities:

- a. The COUNTY will assign staff to serve as a MAT Coordinator to coordinate intake and in-custody MAT placement, conduct transition planning, assess program progress, collect data, and serve as a liaison with all partners in-custody and in the community.

- b. The COUNTY will conduct the clearance process for all MTC staff assigned to duties at the Detention Facility.
- c. The COUNTY will assist with Detention Facility access through the Sally Port for MTC staff assigned to Detention Facility duties on an as-needed basis to deliver MEDICATIONS. The COUNTY retains the right to restrict access as appropriate in case of emergencies or other situations as deemed by the Sheriff-Coroner or his designee.
- d. The COUNTY will facilitate monthly MAT Program Meetings to discuss progress, barriers, and successes.

4. Mutual Responsibilities:

- a. All parties agree that WELLPATH will retain primary medical authority for all aspects of each inmate patient's health care throughout their term of incarceration.
- b. MTC and WELLPATH will comply with the COUNTY's jail access requirements and ensure that all staff who may be accessing Detention Facilities maintain an active clearance status with the COUNTY.
- c. WELLPATH and MTC will meet weekly to discuss the inmate patients' medical care, develop a case plan, and establish linkages to community resources upon discharge/release from the Detention Facility.
- d. All parties agree to participate as needed to ensure all inmate patients have a written plan upon release with details of continuing treatment.
- e. All parties will attend all administrative meetings as designated by the COUNTY.

5. General Terms

- a. The term of this MOU is for the period starting (**July 23, 2019 and ending July 30, 2022**) unless sooner terminated in accordance with the terms of this MOU.
- b. This MOU may be terminated by the COUNTY, MTC, WELLPATH at any time with or without cause, upon 30 days written notice.
- c. Indemnification and Insurance
 - i. Each party (the Indemnifying Party) agrees to indemnify, hold harmless and assume the defense of the other Parties from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Indemnifying

Party's operations or from any persons directly or indirectly employed by, or acting as agent for, Indemnifying Party's, excepting the sole negligence or willful misconduct of the other Parties.

- ii. Each Party agrees to maintain the following insurance:
 - 1) General liability insurance, with minimum limits \$2,000,000 per occurrence, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to services rendered under this MOU or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability with a minimum limit of \$1,000,000 per accident.
 - 3) Professional Liability with a minimum limit of \$2,000,000 combined single limit and in the aggregate. This policy shall remain in full force and effect for no less than 3 years following the termination of this MOU.
 - 4) Each Party's insurance will be considered primary for all claims arising out of acts of that Party.
- iii. Each Party will maintain Workers' Compensation as required by law for all its employees. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party.

d. Confidentiality

- i. All parties shall prevent unauthorized disclosure of names and other client identifying information, except statistical information not identifying a particular client.
- ii. All parties shall not use client specific information for any purpose other than carrying out its obligation under this MOU.
- iii. For purpose of this section, identity shall include, but not be limited to name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print, or photograph.

e. Health Insurance Portability and Accountability Act (HIPAA)

All Parties consider and represent themselves as covered entities, and as such, desire to meet their obligations to safeguard Protected Health Information under: (i) the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards ("Security Rule") published by the U.S. Department of Health and Human Services ("DHHS") at 45 CFR parts 160 through 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) the additional Privacy and Security Rule requirements pursuant to Subtitle D of the Health

Information Technology for Economic and Clinical Health Act ("HITECH"), including 45 CFR Sections 164.308, 164.310, 164.312, and 164.316, as amended from time to time; and (iii) the confidentiality requirements for alcohol and drug abuse patient records ("Drug Treatment Records") under 42 CFR Part 2, and any and all other applicable laws and regulations.

All parties certify that they will provide each participating staff member the HIPAA training required prior to the staff member beginning work under this MOU and shall abide by and implement its statutory requirements.

- f. Non-discrimination. All parties shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical and mental disability, race, religion or sexual orientation.
- g. Notice. Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

Solano County Sheriff's Office
530 Union Avenue
Fairfield, CA 94533

WellPath
3911 Sorrento Valley Blvd.
San Diego, CA 92121

MedMark Treatment Centers
1143 Missouri Street
Fairfield, CA 94533

The parties have executed this Memorandum of Understanding by their duly authorized officers in the County of Solano, State of California as of the date first written above.

SOLANO COUNTY SHERIFF'S OFFICE

WELLPATH

By: _____
Thomas Ferrara
Sheriff-Coroner

By: _____
(Name, Title)

APPROVED AS TO FORM:

MEDMARK TREATMENT
CENTERS FAIRFIELD

By: 
County Counsel

By: _____
(Name, Title)