



CONTRACT MANAGEMENT II

(* = required field)

User: **Shauna Deeble**

Contract #: **SHDM186733**

Enter Date: 06/06/2018 * Drig Dept/Office: Sheriff

Contact: Carl Anderson * Contact Phone: (720) 874-3598 Division: Detections Medica

County Attorney Contact: Tiffanie Bleau Attorney Phone: (303) 795-4639 Contract Type: Agreement

Description: Memorandum of Understanding Between Arapahoe County and Correct Care Solutions for MAT Continuation Project Cost-Sharing

Other Types: P.O. #: Resolution #:

* Contract Start Date: 06/19/2018 * Contract End Date: 12/31/2018 Insurance Required: Yes

* Contractor: Correct Care Solutor Retainage: 0 % Certificate Acquired:

* Amount: \$51,636.48 Auto-Renew: Contract Status: Draft View/Edit All Insurances/Bonds

* Bid Number: RFP-16-47 Contract Amount: \$0.00 View A Contract

* Cost Center Fund 1: 107050010 * Account #: 54381

Cost Center Fund 2: 0

Route Title	Approver	Dates	Comments
Originator	Shauna Deeble	06/06/2018	6/6/18 - MOU signed by CCS, ready for routing. Sheriff will sign MOU and then BoCC will ratify his signature. sd
Budget	Jessica Sawko	06/06/2018	6/6 to Jessica
Risk Management	John Christofferson	06/12/2018	Approved per Erin
County Attorney	Tiffanie Bleau	06/13/2018	06/13/18 *One or more missing Route dates have been automatically entered by the system...*
			6/13 email to Shauna done

**Arapahoe County MAT Continuation Project cost-sharing agreement between
the Arapahoe County Sheriff's Office and Correct Care Solutions
Memorandum of Understanding**

Upon entering the Arapahoe County judicial system, many people report having an addiction to and/or recent use of opioids. Medication Assisted Treatment (MAT) is effectively used to treat severe opioid use disorder. Arapahoe County on behalf of the Arapahoe County Sheriff's Office (the "ACSO"), in collaboration with Correct Care Solutions, LLC ("CCS") and various local opioid treatment providers, is entering into a separate Memorandum of Understanding for the implementation of a MAT Continuation Program (hereinafter the "MAT Continuation MOU"). The MAT Continuation Program is designed to assist individuals who are already actively participating in an outside MAT program to continue such treatment in the event they become incarcerated at the Arapahoe County Detention Facility. Under the MAT Continuation MOU, CCS agreed to take responsibility for processing any invoices submitted by the Opioid Treatment Programs (OTPs) who are party to the MAT Continuation MOU. However, the ACSO and CCS agreed to enter a separate cost-sharing agreement to address each party's responsibilities with respect to any costs incurred under the MAT Continuation MOU. This MOU sets forth the cost-sharing agreement between CCS and the ACSO as it relates to costs incurred under the MAT Continuation MOU.

I. Purpose

- a. This Memorandum of Understanding (hereinafter "MAT Cost Sharing MOU") sets out the terms by which the ACSO and CCS will be responsible for any costs incurred from one or more OTPs that have agreed to provide services under the separate MAT Continuation MOU.

II. Cost of Services

- a. The MAT Continuation MOU sets forth that services under the MAT Continuation MOU shall be invoiced to CCS in accordance with the following fee schedule:
 - i. Delivery of medications: \$75 per delivery (each trip constituting a "delivery" regardless of number of doses of any particular medication delivered)
 - ii. Methadone: \$12 per dose
 - iii. Suboxone: 2 to <10mg \$4.66 to \$8.05 each plus administration of \$12.67 per dose
 - iv. Buprenorphine/naloxone: 2 to <10mg \$4.66 to \$8.05 each plus administration of \$12.67 per dose
 - v. Vivitrol: \$1193.20 per dose
 - vi. Antabuse: \$12.67 per dose
- b. CCS shall be responsible for remitting payment to the OTP in a timely manner.

- c. Sources of funding and Responsibilities for Costs Incurred Under the MAT Continuation MOU:
- i. CCS provides healthcare services at the Arapahoe County Detention Facility pursuant to the Agreement for Inmate Medical Services, RFP-16-47 (the “IMS Agreement”), effective January 1, 2017.
 - ii. Pursuant to Exhibit A, Section 1.AA.3. of IMS Agreement, CCS is obligated to pay an administrative assessment to the ACSO (based on the calculations set forth in the IMS Agreement) if it fails to fill any vacancy of any “key staff positions,” as defined in the IMS Agreement.
 - iii. From January 2017 through March 2018, CCS accrued \$51,636.48 in administrative assessments due to the ACSO based on unfilled vacancies of key staff positions under the IMS Agreement (hereinafter “ACSO IMS Credit”).
 - iv. The ACSO and CCS agree that the ACSO IMS Credit of \$51,636.48 will be reallocated and used for the purpose of funding MAT services under the MAT Continuation MOU. This method of payment shall be first in priority of methods of payment for services under this MOU.
 - v. In the event the funds in ACSO IMS Credit are exhausted and no funds are available for utilization under paragraph iv of this section, CCS agrees that it will be responsible for any costs incurred under the MAT Continuation MOU, up to a maximum aggregate liability for costs or expenses of \$25,000 (the “MOU Cap”) from the effective date of this MOU through December 31, 2018.
 - vi. This cost-sharing agreement shall not impact the delivery of MAT related medication for confirmed pregnancies. Patients that are confirmed to be pregnant, and confirmed to be participating in a MAT related medication regimen, shall be applied to the pharmacy cap within the IMS Agreement.
 1. Prior to December 31, 2018, the ASCO and CCS shall come together to negotiate in good faith responsibilities for costs under this MOU, such arrangement likely being effectuated through a modification to the IMS Agreement.
 2. Should the ACSO and CCS reasonably estimate that costs under this MOU will exceed the MOU Cap prior to December 31, 2018, the ACSO and CCS may sooner come together to negotiate in good faith.
 3. For tracking purposes of this MAT related account, CCS shall submit a monthly report to the ACSO Administrative Manager, by the 10th of each month. This report shall reflect the financial status of the MAT related account, and the amount of monies utilized each month in order to fund the MAT program at the ACSO.
- d. To the extent the ACSO continues to have funds available under the ACSO IMS Credit beyond December 31, 2018, CCS shall continue to apply such funds to costs and expenses under the MAT Continuation MOU until such time as these funds are exhausted.

III. Term and Effect

- a. This MOU will remain in effect from the date of last signature below through December 31, 2018 unless amended or terminated as set forth below.
- b. This MOU may be amended at any time, upon written agreement of the involved parties.
- c. This MOU shall automatically terminate upon the termination or expiration of the IMS Agreement.
- d. Upon the expiration or termination of this MOU, the balance of any remaining funds shall revert to its status under Exhibit A, Section I.AA.3. of the IMS Agreement.
- e. Notices under this Agreement shall be addressed to: the ACSO and CCS as follows:

To the County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff's Office Detention Facility
Attn: Detention Services Bureau Chief
7375 South Potomac Street
Centennial, CO 80112

Arapahoe County Sheriff's Office Detention Facility
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To the Contractor: Correct Care Solutions, LLC
Attn: Chief Legal Officer
1283 Murfreesboro Road
Suite 500
Nashville, Tennessee 37217

IV. General Provisions

- a. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- b. The parties agree to comply with all federal and state confidentiality laws.
- c. The parties agree to comply with all applicable federal and state controlled substance laws, specifically those laws relating to dispensing, administration, storage and destruction guidelines.

The undersigned parties agree to the terms outlined in this Memorandum of Understanding.

Brend Dunsen

Name:

Title:

Correct Care Solutions, LLC

May 18, 2018

Date

David C. Walcher

Name: David C. Walcher

Title: Sheriff

Arapahoe County on behalf of the ACSO

6/14/18

Date

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Date



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Title: Sheriff

Arapahoe County on behalf of the ACSO

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