

County Detention Center Template

DRAFT Memorandum of Understanding

Upon entering the Colorado judicial system, many people report having an addiction to and/or recent use of opioids. Medication Assisted Treatment (MAT) is effectively used to treat moderate to severe opioid use disorder. The County Detention center (the “insert name”), in collaboration with [Opioid Treatment Program] (“OTP name”) is implementing a MAT Continuation Program to assist individuals who are already actively participating in a MAT program to continue such treatment in the event they become incarcerated at the “[Jail]”. The MAT Continuation Program (hereinafter “Program”) is a collaborative project with Colorado Opioid Treatment Programs (hereinafter “OTPs”) that will allow patients in the County Detention Center to continue on MAT while in custody at the Detention Facility, therefore allowing patients a safe and secure environment to continue MAT treatment prior to transitioning to the community.

I. Purpose

- a. This Memorandum of Understanding (MOU) sets out the terms by which the [insert Jail], and [insert OTP] will work together to continue the Program for eligible patients on MAT while they are in custody in the [insert Jail].
- b. The main purpose of this collaborative project is to facilitate MAT in a safe and controlled environment for patients who have been otherwise unable to continue this medication specifically due to being incarcerated at the [insert Jail].
- c. OTPs of this MOU are identified as:
 - i. OTP
 - ii. OTP 2
- d. Medication Assisted Treatment (MAT) is defined (by the Substance Abuse and Mental Health Services Administration, aka SAMHSA) as:
 - i. The use of medications, in combination with counseling and behavioral therapies, for the treatment of substance use disorders. A combination of medication and behavioral therapies is effective in the treatment of substance use disorders and can help some people to sustain recovery.
 - ii. All patients within the MAT program may not require counseling while incarcerated; however, [insert Jail] may recommend counseling to the treating OTP. If the treating OTP indicates counseling is required, this service shall be arranged. Communication on the OTP’s decision for the need for counseling shall be relayed back to [insert Jail] within five (5) business days. The decision to add counseling shall be coordinated with the patient’s appropriate OTP and documented in the patient’s (incarcerated) medical chart.
 - iii. Medications used in MAT may be methadone, buprenorphine products (e.g., Suboxone, Subutex), naltrexone, and extended-release injectable naltrexone (e.g., Vivitrol) and disulfiram (e.g., Antabuse).

II. Roles and Responsibilities

a. [Jail]

- i. [Jail] nursing staff will identify patients currently enrolled in a MAT treatment program during the pre-book screening and overall receiving process.
- ii. Upon applicable current MAT treatment identification, [Jail] nursing staff will educate involved patients as to the Program within the [Jail] and obtain the patient's written consent to participate in the Program, as well as obtain a Program specific, Release of Information (ROI) form, which specifically includes all collaborating agencies of the Program.
- iii. [Jail] nursing staff will confirm admission and current participation in MAT treatment of identified patients through the applicable OTP or the Office of Civil and Forensic Mental Health. These efforts shall be documented in the electronic medical record.
 1. Enrollment inquiry will include:
 - a. First name
 - b. Last name
 - c. Social Security Number and/or Date of Birth
- iv. Following enrollment confirmation, [Jail] nursing staff will contact the respective OTP to verify applicable dosing information.
- v. If the patient is actively participating in MAT outside the identified Program OTPs, a temporary bridge dose ("bridge dose") process may occur in accordance with applicable laws and regulations including DEA regulations (refer to Section "II.e" for more information).
- vi. [Jail] nursing staff will coordinate with OTPs for medication re-ordering and delivery scheduling for patients requiring continued MAT Program medication needs.
- vii. [Jail] nursing staff will obtain custody of, verify, and properly secure MAT medications delivered to the [Jail], as provided by OTPs. Chain-of-custody documentation provided by the OTP will be signed by [jail] staff.
- viii. Upon receipt, verification, and proper storage of Program medications for applicable patients, [Jail] nursing staff will immediately enter such medication order into the involved patient's electronic medical record.
- ix. [Jail] nursing staff will administer MAT Program medications and monitor patient's medical condition, recording such information in the involved patient's electronic medical record and applicable controlled substance log records. Any medication errors or concerns will be reported to the OTP within 24 hours.
- x. [Jail] nursing staff will record any refusal of MAT Program medications according to standard [Jail] refusal of service protocols, documenting such activity in the involved patient's electronic medical record. Patient's medication refusal will be communicated to the OTP within 24 hours.

- xi. [Jail] nursing staff will monitor the involved patient's medical needs to ensure patient's medical needs pertaining to applicable withdrawal signs and symptoms are addressed in a timely manner, consistent with [Jail] withdrawal protocols and provider treatment recommendations.
 - xii. [Jail] nursing staff will destroy expired or abandoned MAT medications, including OTP delivered controlled substances, according to internal [Jail] policies that are associated with the destruction of controlled substances.
 - xiii. [Jail] nursing staff, medical records or administrative staff will coordinate scheduling of applicable counseling and behavioral health treatment with [Jail] and involved OTPs on patients. Such information shall be documented and scheduled in the involved patient's (incarcerated) electronic medical record.
 - xiv. [Jail] will coordinate with OTPs related to any request for a patient to be transported for medically necessary appointments, such as OTP physician exams or follow-up appointments. In instances where in-person appointments are unavailable, both parties will coordinate to arrange a virtual/telemedicine appointment.
 - 1. Off-site MAT treatment transports shall not interfere with or take precedence over other off-site medical appointments.
 - xv. [Jail] medical records or nursing staff will coordinate with Program OTPs in the event a Program OTP physician needs to come on-site to the [Jail] to meet with an involved patient, and/or facilitate such encounter via telemedicine, in the event such option becomes available.
 - xvi. [Jail] administrative staff will coordinate applicable facility clearance requests with involved Program OTP staff and [Jail] to ensure proper clearance is requested, granted and such results are communicated back to involved Program OTP in a timely manner.
 - xvii. [Jail] will communicate all medication or administration errors and spills of OTP medication to the OTP within 24 hours.
 - xviii. [Jail] will process all Program OTP representative facility clearance requests, communicating such results to [Jail] administrative staff.
 - xix. [Jail] will accommodate and provide a confidential setting in a secured area for an approved Program OTP representative to meet with Program patients for counseling, behavioral health and/or provider encounters as deemed necessary for the MAT Program treatment needs of each patient.
- b. OTPs
- i. OTPs will provide [Jail] with their respective clinic information, specifically providing:
 - 1. Contact information, including daytime contact number and "after hours" contact number (including nurse leader or dispensary contact information);
 - 2. Hours of operation;
 - 3. Facility provider name and credentials; and,

4. Delivery Schedule of medications to the [Jail].
- ii. OTPs will provide [Jail] with a patient signed Release of Information.
- iii. Following receipt of a Program ROI, OTPs will confirm current admission and participation in a MAT program at their respective facility, with such confirmation being provided back to [Jail] nursing staff.
- iv. OTPs will prepare, document accordingly and deliver identified MAT Program medications to the [Jail], making efforts to reduce the patients' number of missed doses of medication.
 1. Medication delivered will follow OBH, DEA and federal rules and guidelines.
 2. OTPs will acquire necessary permissions to deliver medications.
- v. OTPs will coordinate ongoing medical care, such as OTP physician visits with [Jail].
- vi. OTP representatives who may come on-site to meet with any Program patients will complete a required facility clearance form, providing such information to [Jail] administrative staff as needed for proper facility clearance purposes.
- vii. OTPs will communicate with [Jail] staff to schedule and coordinate transportation for counseling and behavioral health treatment for Program patients.
 1. All patients have at least one (1) counseling and behavioral health treatment session each month of incarceration at the [Jail], or more, depending on such involved patient's treatment needs, as identified by the respective OTP.
- viii. OTPs will communicate with [Jail] staff to coordinate any requests that a patient be transported to an OTP for medically necessary appointments, such as OTP physician exams and/or follow-up appointments.
 1. OTPs are aware such off-site MAT treatment transports shall not interfere with or take precedence over other off-site medical appointments.
- ix. In conjunction with applicable laws and guidelines, OTPs will provide courtesy dosing for individuals confirmed to be currently participating in a MAT treatment program from a provider outside the Program OTPs. Refer to Section c below for more information.
- c. Courtesy Dosing:
 - i. Patients identified as currently admitted to and participating in a MAT treatment program provided by an OTP clinic that is not party to this MOU will be able to continue such MAT treatment under a Program OTP while incarcerated at the [Jail].
 - ii. In order to qualify for courtesy dosing, patients will be required to sign an ROI so that the non-Program OTP clinic may provide treatment information to [Jail] and to the OTP that provides the courtesy bridge dosing (see section II(a)(ii) above).

III. Cost of Services

- a. The Parties agree that the costs for services under this MOU shall be in accordance with the following fee schedule:

- i. Delivery of medications: \$ per delivery
- ii. Methadone: \$ per dose
- iii. Suboxone: 2 to <10mg \$ to \$ each plus administration of \$ per dose
- iv. Buprenorphine/naloxone: 2 to <10mg \$ to \$ each plus administration of \$2 per dose
- v. Vivitrol: \$ per dose
- vi. Antabuse: \$ per dose
- b. The OTPs shall submit invoices to [Jail] for payment of the services described in this Agreement. Invoices shall be submitted within thirty (30) days following the month of service (e.g., invoices shall be submitted by or before the end of March 2024 for services rendered in February 2024). [Jail] shall pay said invoices within sixty (60) days. [Jail] shall be responsible for remitting payment to the OTP in a timely manner.

IV. Risk

- a. Each party to this MOU shall be responsible for its own acts and/or omissions and the acts and/or omissions of its employees, contractors, and agents.

V. Evaluation

- a. In order to determine the effectiveness of the Program, certain measures will be collected and tracked by the participants of the Program.
- b. In collaboration with the [Jail] and the OTPs, [Jail] shall collect, track, and report:
 - i. Number of individuals identifying as currently participating in an opioid MAT treatment program.
 - ii. Number of individuals verified to be currently participating in an opioid MAT treatment program.
 - iii. Number of individuals receiving MAT Program medications in the Program, with specific tracking of
 - 1. Which specific medications are being administered and
 - 2. From which specific Program OTP.
 - iv. Number of individuals involved as a bridge dosing MAT Program patient.
 - v. Number of deliveries, including tracking of number of doses, occurring from each Program OTP.
- c. In collaboration with the [Jail], OTPs shall collect, track, and report:
 - i. Number of instances of relapse in opioid use at 2 weeks, 1 month and 3 months post-release for those involved in the Program while incarcerated at the [Jail]. Number of physician encounters by an OTP physician meeting with a MAT program patient
 - 1. at the [Jail], and
 - 2. at the OTP clinic.

- ii. Number of counseling treatment encounters by an OTP counselor meeting with a MAT program patient
 - 1. at the [Jail], and
 - 2. at the applicable OTP clinic.
- d. The measures outlined in Sections V(a)-(c) shall be collected on a monthly basis and submitted to the [Jail] Administrative Manager by the 10th of each month (displaying the previous month's activities).
- e. [Jail] shall collaborate to track recidivism (return to [Jail]) within one (1) year post-release for those involved in the Program while incarcerated at the [Jail].

VI. Term and Effect

- a. This MOU will remain in effect 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. Any party may terminate its involvement in this MOU without cause upon 30 days' notice to the other parties. Notices under this Agreement shall be addressed to: the [Jail] and OTP:

List parties here

- d. Any party may terminate its involvement in this MOU for reasonable cause effective immediately upon receipt of the other parties of written notice of intent to terminate for cause, or at such other time as may be stated in the notice.
- e. If one party should choose to terminate its involvement in this MOU, it does not nullify the MOU between the other remaining parties provided the intent and purpose of the MOU can still be met.

VII. 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.

SIGNATURES ON FOLLOWING PAGE

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

Name:
Title:
[Jail]

Date

Name:
Title:
[OTP]

Date

Name:
Title:
[OTP 2]

Date