

**Contract Title: Illinois State Opioid Response Criminal Justice Medication
Assisted Recovery Integration
Special Grant Initiatives – FY2023
Memorandum of Understanding**

MOU Number: 2023-102

THIS AGREEMENT (the “Agreement”) shall be effective this May 1, 2023, through June 30, 2023 (the “Term”).

BY AND BETWEEN DuPage County (the “Applicant Agency”) and Health Management Associates, Inc. (the “Sub-Recipient” and, together with Applicant Agency, the “Parties” and each a “Party”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) and the State of Illinois Department of Human Services (“IDHS”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Response (SOR) Grant TI083278 awarded by SAMHSA to IDHS (the “State Opioid Response Grant”) pursuant to an agreement between IDHS and the Sub-Recipient (the “IDHS Agreement”).

WHEREAS, under the IDHS Agreement, Sub-Recipient will distribute grant funds from the State Opioid Response Grant to each participating Illinois county, for the purpose of supporting participation in the learning collaborative to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “Distribution Purpose”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Please choose one or both of the grant opportunities below. Applicant Agency must state preference and submit the associated information.

Recovery Pods - Cohorted Recovery Units: The Applicant Agency has the opportunity to receive a minimum of \$25,000 from the Sub-Recipient under the SOR Grant and IDHS Agreement to support a dedicated housing unit for persons participating in MAR, substance use disorder (SUD) and related recovery activities. The stipend will offset costs and provide assistance with implementation.

Long-Acting Injectable Buprenorphine for OUD: The Applicant Agency has the opportunity to receive a minimum of \$25,000 from the Sub-Recipient under the SOR Grant and IDHS Agreement to purchase medications and offset other related costs to implementation and sustainability planning.

2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit 1A: Application for Grant Funds: Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration*, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to initiate spending of funds received under this Agreement by June 30, 2023.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	DuPage, County of
Doing Business As (if applicable)	
Street Address	501 N County Farm Rd
City, State, Zip	Wheaton, IL 60187
Mailing Address, if different	

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute the full grant amount to the Applicant Agency following execution of this Agreement and upon receipt of funds from IDHS.
4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the IDHS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, IDHS, or any of their respective authorized representatives.
6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 501 N County Farm Rd, Wheaton, IL 60187. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The

Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.

8. **DEBARMENT AND SUSPENSION.** The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. **ENTIRE AGREEMENT:** This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. **AMENDMENT:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. **GOVERNING LAW:** This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
12. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. **EXECUTION IN COUNTERPART:** This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes No

If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

Electronic fund transfer Submit ACH banking information with the signed agreement

Paper check Name of Payee: DuPage County
Mailing Address: 421 N. County Farm Rd, Wheaton, IL 60187
Attn: Geoffrey Kinczyk

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-102 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

DuPage County Sheriff's Office

By: _____
(SIGNATURE)


Name: Mark Garcia

Title: Chief

Date: 6/21/23

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By:  _____
(SIGNATURE)

Name: Kelly Johnson

Title: Chief Administrative Officer

Date: June 23, 2023 | 10:03 PDT