

**MEMORANDUM OF UNDERSTANDING –
DELIVERY OF OPIOID TREATMENT MEDICATION TO EXTERNAL FACILITY
Cochise County Adult Detention Center (CCADC)**



This Memorandum of Understanding (“MOU”) is entered into between Community Medical Services (“CMS”) and Cochise County Adult Detention Center (CCADC) (“Receiving Facility”).

Whereas CMS operates an Opioid Treatment Program in Sierra Vista, and wishes to provide for the continuation of care for clients receiving medication-assisted treatment (“Continued Treatment”);

Whereas the Receiving Facility operates an Adult Detention Center in Bisbee, Arizona and wishes to provide Continued Treatment in the event that a client now resides at the Receiving Facility.

Therefore, in consideration of the matter described above and of the mutual covenants contained herein, the parties agree as follows.

- 1. Scope of Service.** A full Scope of Service can be reviewed in Addendum A attached.
- 2.** If the CMS nurse is not permitted to dispense opioid treatment medication directly to the client, Receiving Facility agrees to receive and store opioid treatment medication delivered by a CMS nurse and subsequently aid in the self-administration of medication by the client based on the dosage ordered by a CMS medical provider.
- 3. Responsibilities of the Parties.** Each party shall obtain properly executed releases from clients authorizing the provision of pertinent treatment and demographic information to the other party to enable the provision of the Continued Treatment services.

If the CMS nurse is not permitted to dispense opioid treatment medication directly to the client, the Receiving Facility agrees to the medication storage provisions outlined in 2a – 2f and will document the Continued Treatment services administered to each client. By executing this MOU, the Receiving Facility agrees to the following responsibilities:

- a. Receiving Facility is willing and able to accept medication deliveries from CMS.
 - b. Receiving Facility has within its employ designated staff to receive, store, and aid clients in the self-administration of medication provided by CMS.
 - c. Receiving Facility shall secure medication within a locked box and room and limit access to opioid treatment medication to authorized staff only, if CMS nurse cannot directly dispense medication to client.
 - d. Receiving Facility shall notify CMS nursing staff immediately via phone upon discovery or notification of medication errors that occur when providing medication to clients. Medication errors include client ingesting the wrong dose, the wrong client given the dose, etc.
 - e. Receiving Facility shall not give medication to client to take out upon exit from the facility without prior coordination with CMS.
 - f. Receiving Facility shall properly destroy medication that is left at the facility and provide evidence of said destruction to CMS immediately following disposal. CCADC acknowledges that CMS is prohibited from taking medication back into stock after the chain of custody is executed.
- 4. Term.** This MOU is effective as of the date of execution (“Effective Date”) by both parties and shall continue until the one-year anniversary of the Effective Date. Upon expiration of the initial term, this MOU shall be automatically renewed for one (1) year terms thereafter until terminated.
 - 5. Relationship of Parties.** This MOU shall not be construed to create any agency, partnership, joint venture, or employment relationship between CMS and CCADC. Each of the party’s obligations under this MOU are nonexclusive and shall not be construed as limiting either party’s ability to arrange for similar or identical coverage of Continued Treatment services from other providers of such services.
 - 6. Insurance.** Each Party shall maintain in full force and effect all necessary insurance coverages, including commercial and professional liability/malpractice coverages, providing coverage for the Continued Treatment services provided under this MOU.
 - 7. Indemnification.** Each party agrees to assume its own liability for any and all claims of any nature.

- 8. Confidentiality.** The parties acknowledge that CCADC and CMS are fully bound by the provisions of State and Federal regulations governing confidentiality of patient health information; specifically the federal Confidentiality Law for Substance Use Disorder Patient Records, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act of 1996, as amended, 45 C.F.R. Parts 160 & 164, applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"). These confidentiality obligations shall continue upon termination of this MOU.
- 9. Governing Law.** This MOU shall be construed in accordance with and governed by the laws of the State of Arizona and shall further be subject to all applicable federal laws, rules, and regulations.
- 10. Counterparts.** This MOU may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 11. Billing.** CMS is not requesting compensation from CCADC, nor will CMS make any attempts to bill or recoup any expenses related to services provided to the CCADC inmates, from CCADC.

Community Medical Services

Cochise County Board of Supervisors and/or their Designee

Name: _____

Name: Ann English

Title: _____

Title: Chairman

Signature: _____

Signature: _____

Date: _____

Date: August 31, 2021