

REQUEST FOR APPLICATIONS

RFA # A12320304-JEC-02

COVER PAGE

RFA Title	Competitive Grants to NC Sheriffs' Offices for Medication-Assisted Treatment (MAT) in Jails
RFA Issued	January 19, 2023
Applications Due	February 28, 2023 by 5:00pm
Anticipated Award Date	March 31, 2023
Anticipated Performance Period	July 1, 2023 -June 30, 2024
Issuing Agency	NC Department of Public Safety
Email Applications to	Angela.Wainright1@ncdps.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the North Carolina Department of Public Safety's (DPS) request for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, conditions, and grant funds awarded by DPS for the cost of the program.

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT: (1) he or she is authorized to bind the named Applicant Agency to the terms of this RFA and Application and (2) the Applicant Agency hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application and within the grant amount awarded by DPS.

To Be Completed by Authorized Representative of Applicant Agency:

Applicant Agency Name:	Email Address:
Applicant Agency Street Address:	Telephone Number:
City, State & Zip Code:	Name & Title of Authorized Representative:
Date:	Signature of Authorized Representative:

Unsigned or Incomplete Applications Will Not Be Reviewed

1.0 INTRODUCTION

North Carolina continues to experience the harmful effects of the opioid epidemic. Researchers examined rates of fatal drug overdose among justice-involved individuals in North Carolina and found opioid overdose mortality rates more than 40 times higher than the general population. Those rates were highest during the first two weeks following release from custody.

In accordance with Session Law 2021-180, the North Carolina Department of Public Safety (DPS) is soliciting applications from Sheriffs' Offices to establish, expand or maintain medication-assisted treatment (MAT) programs of ***non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder*** as part of reentry programming in county jails.

Attachment A includes a non-exhaustive list of definitions and resources to which applicant agencies may refer.

2.0 THE SOLICITATION PROCESS

The following is a general description of the process by which applicant agencies will be selected:

1. Applications will be received from each Applicant Agency. The original application must be signed and dated by an official authorized to submit an application on behalf of the Applicant Agency.
2. All applications must be received by DPS not later than the date and time specified on the cover sheet of the RFA. Email applications to Angela.Wainright1@ncdps.gov . Faxed applications will not be accepted.
3. At that date and time, the applications will be recorded as being received and initial qualifying criteria will be reviewed:
 - a. Was the application received by the deadline specified in the RFA?
 - b. Does the applicant meet eligibility requirements as stated in section 3.0 of the RFA?
 - c. Does the application meet formatting and page length requirements as specified in section 5.0 of this RFA?
 - d. Does the application include every element required by items A through E in section 5.0 of this RFA?
4. Qualifying applications will be collectively scored by the working group established in Session Law 2021-180. All qualified applications will be evaluated, and awards made based on the content, quality, and completeness of the responses to section 5.0 of this RFA.
5. The working group may request additional information from any or all applicants for the purpose of clarification or to amplify the materials presented in any part of the application. However, the working group is not required to request clarification; therefore, all applications should be complete and reflect the most favorable terms available from the applicant agency.
6. The award of a grant to an applicant agency does not mean that the other applications lacked merit, but that, all facts considered, the selected applications were deemed to provide the best service to the State.
7. Notification of the award will be emailed to the Authorized Representative with a Memorandum of Agreement (MOA) which must be executed to release award funds.
8. All provisions of the executed MOA shall constitute the written agreement between parties. The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated in the MOA and shall apply when executed by both parties.

2.1 RFA SCHEDULE

The table below shows the *intended* schedule for this RFA. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFA	State	January 19, 2023
Submit Application	Applicant Agency	February 28, 2023 at 5:00pm
Award Notification	State	March 31, 2023

3.0 ELIGIBILITY

Eligible applicants are North Carolina Sheriffs' Offices.

4.0 AWARD INFORMATION

Of the funds appropriated to DPS by the North Carolina General Assembly (SL 2021-180), the sum of two million dollars (\$2,000,000) in recurring funds in each fiscal year of the 2021-2023 biennium for a total of four million dollars (\$4,000,000) shall be used to provide competitive grants to sheriffs' offices to assist in establishing, maintaining, or expanding medication-assisted treatment programs for alcohol or opioid addiction for jails.

For this second round of funding, \$1,481,364 remains available to award in the three (3) categories of funding (Establish, Expand, or Maintain).

Medication-assisted treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders. Research shows that a combination of medication and therapy can successfully treat these disorders, and for some people struggling with addiction, MAT can help sustain recovery. MAT is also used to prevent or reduce opioid overdose.

A. FUNDING METHODOLOGY

The total amount of grant funds appropriated to DPS by the General Assembly is set forth below. Eligible applicants may apply for no more than one of the following categories:

1. \$1,500,000 for the establishment of new MAT programs.
2. \$1,500,000 for the expansion of existing MAT programs.
3. \$1,000,000 for the maintenance of existing MAT programs.

In accordance with S.L. 2021-180, no applicant agency may receive grants totaling the entire allotment of funds provided for any one of the categories. Additionally, DPS may award lower amounts than requested in order to assure broader access to funds. **(Please note: For second round applications, the remaining amount to award is \$1,481,364.)**

Grant awards will be prioritized based upon the following criteria regarding each county:

- The rate of opioid-related deaths.
- The rate of opioid-related hospital admissions.
- The rate of violations of probation or parole due to ongoing opioid or alcohol use.
- The accessibility of mental and physical health care.

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Note: As directed in Section 5.0 (B), the **applicant** should provide demographic data, such as age, gender, race/ethnicity, health insurance status, opioid-related data (deaths, emergency department visits, hospitalizations), accessibility of mental health, substance use and physical health care in the population to be served by the proposed program.

The work group will obtain data regarding rate of violations of probation or parole due to ongoing opioid or alcohol use; applicant is **NOT** required to provide this specific data element.

B. ADMINISTRATIVE FEE

The administrative fee is the amount the Applicant Agency is allowed to charge to cover any and all expenses related to administration of any resulting agreement from this RFA. The administrative fee may not exceed 15% of the total amount of grant funding awarded.

C. LIMITATIONS AND RESTRICTIONS

Grant funds may be used for employee expenses, services and contract expenses, goods, administrative fees, and other expenses directly related to the provision of services. No more than 15 percent of the total funding awarded may be used to pay for general administrative expenses related to the project.

Grant funds must be utilized in North Carolina and may not be used to purchase items or services not described in the budget included in the application. Funds may not be used to purchase vehicles, pay down existing mortgages or loans, fund construction, or purchase weapons or other enforcement-related equipment.

Programs may only utilize FDA-approved medications for the treatment of opioid and/or alcohol use disorder. Of those FDA-approved medications, grant funds may only be used to purchase non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder.

Funds will be allocated as a lump-sum, upfront one-time payment.

D. COST SHARING OR MATCHING

There is no cost-sharing or matching requirement associated with this grant.

E. ALLOWABLE COSTS

An allowable cost is a cost that can be paid by the agreement. A cost is allowable if:

- The cost is reasonable; it reflects what a prudent person might pay.
- The cost is allocable; it is incurred solely to advance the work under the agreement.
- The accounting treatment of the cost is consistent across the agency.
- The cost is allowable as defined by the terms of the award.

F. REPORTING REQUIREMENTS

Nothing contained in this Agreement or its attachment is to be construed to modify the responsibilities and duties of the Applicant Agency to comply with all state and federal laws and rules, including but not limited to HIPAA and 42 CFR Part 2, regarding confidentiality of patient confidences and records and reporting requirements. All parties to this Agreement agree to abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information.

All grant recipients will be required to submit performance data quarterly and upon request, which includes:

- Unduplicated number of individuals served
- Aggregated demographic information, race, age, and gender identity of individuals served
- Number of doses of non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder administered during incarceration
- Number of doses of non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder administered after release
- Number of referrals to community-based MAT
- Explanation of expenditures

5.0 APPLICATION CONTENT AND INSTRUCTIONS

This section includes what the applicant agency is required to submit in its application response.

Whenever possible, use appendices to provide details, supplementary data, and references. These types of data, although supportive of the proposal, if included in the body of the design, could detract from its readability. Timetables, work plans, resumes, and letters of support are examples of appendices.

Applications must be double-spaced in 12-point Arial font with one-inch margins, and must not exceed 15 pages, not including appendices. Number each page consecutively. Within the 15-page application document, the sections described in items B through D below must be clearly labeled.

Applications should contain the following items in this order and be clearly marked as such:

A. **COVER PAGE** of this RFA with all fields completed, signed by an authorized official of the Applicant Agency.

B. **ASSESSMENT OF NEED/PROBLEM STATEMENT** (25 points)

Include a description of your county’s needs, population(s) to be served, estimated number of people to be served by the program, identified needs of the population served, and ability of the program to meet the needs of the population served.

Provide demographic data, such as age, gender, race/ethnicity, health insurance status, opioid-related data (deaths, emergency department visits, hospitalizations), accessibility of mental health, substance use and physical health care in the population to be served by the proposed program.

Note: Provide citations/references for demographic and health status data. Much of the required data is available at <http://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm> or through the NC Opioid Dashboard <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>.

C. PROGRAM DESCRIPTION AND NARRATIVE (30 points)

Describe your proposed program, in detail, including which category of program is being proposed: establishing a new MAT program; OR expanding an existing MAT program; OR maintaining an existing MAT program.

Include how you plan to implement the program. Describe the plan for identifying individuals to be served by the program, including screening and assessment tools. Describe how the program will plan for warm transfers to appropriate community services and supports. The plan may include use of peer supports, care coordination or case management.

Include a program implementation plan, timeline, and a description of how the program will be staffed, including the name, resume and qualifications of each of the proposed team members, including subcontractors. (Note: Resumes and other additional materials may be submitted as an Appendix and not count toward the overall page limit.)

D. COLLABORATION AND COMMUNITY SUPPORT (30 Points)

Describe how you will collaborate with organizations experienced in the provision of MAT or how you will train clinical staff in the provision of MAT. It is critical that the application addresses the hand off for continued care after release. Describe the process to allow for continuity of MAT program access after release.

Describe your plan for in-reach strategies to connect individuals in jail-based MAT to continued treatment with community-based MAT programs upon release.

Describe how you will collaborate with other relevant community organizations.

Partners that are directly collaborating to deliver the program should submit letters of support clearly describing their organization's roles and responsibilities and agreement to participate. Letters of support should be included with your application as an appendix and will not count toward the narrative page limit. Terms agreed to by applicant agencies who are awarded these grant funds apply to any partners who are subcontracted with using these grant funds.

E. BUDGET (15 Points)

Use the following budget guide to develop the program budget. The budget should be for the duration of the proposed program through June 30, 2024. This should be a program specific budget. Every item that appears in the budget should be explained clearly, so the working group evaluators will understand it. The budget should explain how the numbers in the budget were calculated and how each expense is related to the proposed program. It should provide the justification of 'how' and/or 'why' an item helps to meet the program deliverables. It is also used to determine if the costs are reasonable and permissible.

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. salaries, benefits, contractual program related staffing)	\$
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	\$
Goods Expenses (e.g. supplies and equipment)	\$
Other Expenses (e.g. related charges not assigned above with descriptions)	\$
SUB-TOTAL	\$
Administration Fee (not to exceed 15% of total award amount)	\$
TOTAL	\$

7.0 TERM OF AGREEMENT

The performance period for this agreement is anticipated to begin July 1, 2023 (or upon execution by both parties) and is anticipated to end June 30, 2024. However, award amounts are expendable for up to 36 months from the notification date.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS:

1. PERFORMANCE:

- a. It is anticipated that the tasks and duties undertaken by the Applicant Agency under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b. Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Applicant Agency license and provided by Applicant Agency in performance of this Contract shall be and remain property of the State. During performance, Applicant Agency may provide proprietary components as part of the deliverables that are identified in this Contract. Applicant Agency grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Applicant Agency or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Applicant Agency or such other party, respectively. Applicant Agency agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Applicant Agency of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Applicant Agency agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c. Applicant Agency has a limited, non-exclusive license to access and use State Data provided to Applicant Agency, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d. Applicant Agency or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Applicant Agency warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e. The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Applicant Agency under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a. In the event of default by the Applicant Agency, the State may, procure goods and services necessary to complete performance hereunder from other sources and hold the Applicant Agency responsible for any excess cost occasioned thereby if allowed under NC law. In the event of default by the Applicant Agency under the Contract, the State may immediately cease doing business with the Applicant Agency, terminate the Contract for cause, and take action to recover relevant damages, if applicable.
- b. If, through any cause, Applicant Agency shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Applicant Agency and specifying the effective date thereof. Notwithstanding, Applicant Agency shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the

Applicant Agency for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined.

- c. If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Applicant Agency. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION, CONFLICT OF TERMS:

- a. The definitions in the Instructions to Applicant Agency in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b. If federal funds are involved in the transactions under this Contract, the Applicant Agency shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c. "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d. Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e. In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO APPLICANT AGENCY in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Applicant Agency's Bid, to the extent specifically and mutually incorporated into this Contract.
- f. In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. AVAILABILITY OF FUNDS: Any and all payments to the Applicant Agency shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

5. SITUS AND GOVERNING LAWS:

- a. This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b. Applicant Agency shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c. Non-resident Applicant Agency corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

6. NON-DISCRIMINATION COMPLIANCE:

- a. The Applicant Agency will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b. Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

- 7. PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Applicant Agency under the Contract. Payment by some agencies may be made by procurement card. If the Applicant Agency accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Applicant Agency.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

- 8. ACCESS TO PERSONS AND RECORDS:** During, and after the term here of during the relevant period required for retention of records by State law(G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

9. GENERAL INDEMNITY:

- a. The Applicant Agency shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Applicant Agency in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Applicant Agency, provided that the Applicant Agency is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b. The Applicant Agency, at its own expense shall defend any action brought against the State, under this section. The Applicant Agency shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

- c. The Applicant Agency represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Applicant Agency deliverables or Services as part of this Contract with the State.
- d. As part of this provision for General indemnity, if federal funds are involved in this procurement, the Applicant Agency warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Applicant Agency's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e. The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

10. SUBCONTRACTING: Performance under the Contract by the Applicant Agency shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Applicant Agency's proposal shall include approval to use the subcontractor(s) that have been specified therein.

11. CONFIDENTIALITY: Applicant Agency information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Applicant Agencies are notified that if the confidentiality of material is challenged by other parties, the Applicant Agency has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

12. CARE OF STATE DATA AND PROPERTY: Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Applicant Agency under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Applicant Agency shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Applicant Agency agrees to reimburse the State for loss or damage of State property while in Applicant Agency's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Applicant Agency shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Applicant Agency that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Applicant Agency must comply with, as applicable. See, e.g., G.S. 143B-1376.

13. ENTIRE AGREEMENT: The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

14. ELECTRONIC RECORDS: The State will digitize all Applicant Agency responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

15. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by the State and the Applicant Agency.

16. NO WAIVER: Notwithstanding any other language or provision in the Contract or in any Applicant Agency-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to

the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

17. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
18. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
19. **INSURANCE COVERAGE:** During the term of the MOA, both Parties at their own respective sole cost and expense shall provide and shall require all of their respective agents and subcontractors providing services hereunder to provide proper insurance of such type and with such terms and limits as may be reasonably associated with the MOA. Providing and maintaining adequate insurance coverage for its respective operations and obligations is a material obligation of both Parties. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in North Carolina. Both Parties shall always comply with the terms of its respective insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this MOA. As a minimum, the Parties shall each provide and shall require their respective agents and subcontractors providing services hereunder to provide and maintain the following coverage and limits:
 - a. **Workers' Compensation:** Both Parties shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all its respective employees who are engaged in any work under this MOA. If any work is sub-contracted, the contracting party shall require the sub-contractor to provide the same coverage for all its employees engaged in any work under this MOA.
 - b. **Commercial General Liability:** Both Parties shall maintain a minimum of General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.
 - c. **Automobile:** Both Parties shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this MOA. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

ATTACHMENT A

DEFINITIONS

Medication-assisted treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders. Research shows that a combination of medication and therapy can successfully treat these disorders, and for some people struggling with addiction, MAT can help sustain recovery. MAT is also used to prevent or reduce opioid overdose.

MAT is primarily used for the treatment of addiction to opioids such as heroin and prescription pain relievers that contain opiates. The prescribed medication operates to normalize brain chemistry, block the euphoric effects of alcohol and opioids, relieve physiological cravings, and normalize body functions without the negative and euphoric effects of the substance used.

Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.

Opioid Dependency Medications - Buprenorphine, methadone, and naltrexone are used to treat opioid use disorders to short-acting opioids such as heroin, morphine, and codeine, as well as semi-synthetic opioids like oxycodone and hydrocodone. These medications are safe to use for months, years, or even a lifetime. As with any medication, consult your doctor before discontinuing use.

- **Buprenorphine** - suppresses and reduces cravings for opioids. Learn more about buprenorphine.
- **Methadone** - reduces opioid cravings and withdrawal and blunts or blocks the effects of opioids. Learn more about methadone.
- **Naltrexone** - blocks the euphoric and sedative effects of opioids and prevents feelings of euphoria. Learn more about naltrexone.

Alcohol Use Disorder Medications - Acamprosate, disulfiram, and naltrexone are the most common drugs used to treat alcohol use disorder. They do not provide a cure for the disorder, but are most effective in people who participate in a MAT program.

- **Acamprosate** - is for people in recovery, who are no longer drinking alcohol and want to avoid drinking. It works to prevent people from drinking alcohol, but it does not prevent withdrawal symptoms after people drink alcohol. It has not been shown to work in people who continue drinking alcohol, consume illicit drugs, and/or engage in prescription drug misuse and abuse.
- **Disulfiram** - treats chronic alcoholism and is most effective in people who have already gone through detoxification or are in the initial stage of abstinence.
- **Naltrexone** - blocks the euphoric effects and feelings of intoxication and allows people with alcohol use disorders to reduce alcohol use and to remain motivated to continue to take the medication, stay in treatment, and avoid relapses.

Warm Transfers provide context and information about the person being served. During a warm transfer, someone speaks to the person who will be receiving the transfer. This way, they have information about the person being served and the situation prior to meeting them. In a cold transfer, a person seeking services may have to repeat themselves multiple times to various people. A person receiving a warm transfer already has knowledge of the person's needs and is better prepared to help.

Peer Support Specialists are people living in recovery with mental illness and/or substance use disorder who provide support to others who can benefit from their lived experiences.

Care coordination involves deliberately organizing patient care activities and sharing information among all of the participants concerned with a patient's care to achieve safer and more effective care. This means that the patient's needs and preferences are known ahead of time and communicated at the right time to the right people, and that this information is used to provide safe, appropriate, and effective care to the patient.

Case management is a professional and collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's health needs. It uses communication and available resources to promote health, quality, and cost-effective outcomes.

TECHNICAL ASSISTANCE

- **NC Detention MAT Technical Assistance**
Elijah Bazemore - Jail-Based MOUD Consultant
Vital Strategies Foundation
ebazemore.consultant@vitalstrategies.org
- **MAT in Jails Webinar Series: Legal, Medical, Community, and Security Considerations** (3 modules)
<https://app.smartsheet.com/b/publish?EQBCT=d4801dd761084fd29e50e8494f80f009>
- **For information regarding Vivitrol, please contact:**
Gail D. Cordial, Director, Policy and Government Relations
Alkermes, Inc.
Tallahassee, Florida
321-258-5733
Gail.cordial@alkermes.com

RESOURCES

Substance Abuse and Mental Health Services Administration, US DHHS Medication-Assisted Treatment (MAT) webpage
[Medication-Assisted Treatment \(MAT\) | SAMHSA](#)

U.S. Department of Justice Guidance on Protections for People with Opioid Use Disorder under the Americans with Disabilities Act https://www.ada.gov/opioid_guidance.pdf

Vivitrol (naltrexone for extended-release injectable suspension) is a prescription injectable medicine used to treat alcohol dependence and prevent relapse to opioid dependence developed by Alkermes alkermes.com For questions, contact Alkermes Medical Information by phone at 1.888.235.8008 Monday through Friday between 9am and 7pm EST or by sending an email to medinfo@alkermes.com

National Sheriffs Association Jail Based MAT guide <https://www.sheriffs.org/Jail-Based-MAT>

Use of Medication-Assisted Treatment for Opioid Use Disorder in Criminal Justice Settings
<https://store.samhsa.gov/product/Use-of-Medication-Assisted-Treatment-for-Opioid-Use-Disorder-in-Criminal-Justice-Settings/PEP19-MATUSECJS>

RFA # A12320304-JEC-02

Medication-assisted Treatment Inside Correctional Facilities <https://store.samhsa.gov/sites/default/files/d7/priv/pep19-mat-corrections.pdf>

The MATADOR Program - Utilizing Incarceration to Tackle Addiction and Save Lives: Implementing Medication Assisted Treatment Programs in Jails https://www.sheriffs.org/sites/default/files/MATADOR%20White%20Paper_April2018.pdf

Opioid Overdose Prevention Toolkit <https://bjatta.bja.ojp.gov/system/files/naloxone/SMA16-4742.pdf>

North Carolina Opioid Action Plan <https://www.ncdhhs.gov/about/department-initiatives/opioid-epidemic/north-carolinas-opioid-action-plan>

Opioid and Substance Use Action Plan Data Dashboard <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>

NC Division of Public Health, Injury and Violence Prevention Branch, Epidemiology and Surveillance Unit <http://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm>

Naloxone Saves NC www.naloxonesaves.org

North Carolina Certified Peer Support Specialist Program <https://pss.unc.edu>