

MEMORANDUM OF UNDERSTANDING
WITH
GRADY MEMORIAL HOSPITAL CORPORATION d/b/a GRADY HEALTH SYSTEM

I. PARTIES

This Memorandum of Agreement (“MOU”) is made and entered into by and between **Grady Memorial Hospital Corporation d/b/a Grady Health System, through its Medication Assisted-Outpatient Treatment (MAOT) Clinic program**, (hereinafter “Grady” or “Grady Health System) and **Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter, “Fulton County”**, by and through its **Department of Behavioral Health and Developmental Disabilities**, (hereinafter, “FCDBHDD”), each a “Party” and collectively the “Parties”, for the purpose of integrating strategies to provide medication assisted outpatient treatment of substance use disorders for Fulton County residents.

II. PURPOSE

In response to the Opioid epidemic plaguing our community, FCDBHDD is entering into a partnership with the Grady Medication Assisted-Outpatient Treatment (MAOT) program for Fulton County residents seeking services for Opioid Use Disorders. The FCDBHDD would like to collaborate with Grady to increase the capacity of their MAOT program established in September 2017, from 30 to 60 unique individuals by the end of 2023.

III. GOAL

The goal of the partnership is to provide Medication Assisted-Outpatient Treatment through the use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders. This MOU will ensure Fulton County residents have access to Grady’s MAOT program providing intensive outpatient services utilizing buprenorphine and naloxone (Suboxone®) medication to treat Opioid-Use Disorders which can be life-saving by sustaining recovery compared to traditional abstinence based alternatives. Grady's partnership with Emory and Morehouse Schools of Medicine has strengthened their ability to provide a unique staffing blend, including toxicologists and addictionologists, to serve the needs of Fulton County residents with opioid use disorders.

IV. TERM

This Memorandum shall commence on the date of Board of Commissioner’s approval and is effective from January 1, 2023 through December 31, 2023, unless sooner terminated as set forth herein (“Initial Term”). At the end of the Initial Term and any subsequent renewal term, the Parties have the option to renew this MOU in writing for successive one (1) year terms commencing on January 1 and ending on December 31 of each year, subject to

appropriation of funding for the year in which the MOU is renewed and upon approval of their governing bodies under the same terms and conditions herein. Where funding is not appropriated, the MOU shall end immediately without any financial liability on the FCDBHDD.

V. TERMINATION

Termination for Convenience. Notwithstanding any other provisions of this MOU, either party may terminate this MOU for its convenience, with the consent and approval of the governing body of that party, by giving thirty (30) days advance written notice of termination to the other party.

Termination for Cause. Either party may terminate this MOU for cause by providing fifteen (15) days' notice to the defaulting/breaching party of the intent to terminate, provided that the defaulting/breaching party has the right to cure the default within the 15 days, or has taken substantial steps to cure the default within a reasonable timeframe by providing a written plan of the steps to effectuate the cure.

VI. PARTY RESPONSIBILITIES / SERVICES

A. Grady will use commercially reasonable efforts to provide:

1. Physicians / providers: Buprenorphine treatment is provided by DEA X-waivered providers only, in accordance with federal guidelines. Drs. Brent W. Morgan and Alaina Steck and Aalok Chandora are currently X-waivered physicians and are thus licensed buprenorphine providers.
2. MAT follows established guidelines for in-office induction: during the index visit, patients are provided an initial standard dose of buprenorphine/naloxone, after which they are observed for a period of 1 – 2 hours. During this 1 – 2 hour observation window, patients may avail themselves of other available services, such as establishing care with social services or participating in a group therapy or individual counseling session. Patients are then reassessed by the MAT physician to determine whether additional titration of buprenorphine/naloxone is indicated. If so, patients receive an additional, standard dose of medication. At that time, patients are provided a prescription for 2 – 3 days' worth of medication, with instructions to return for follow up for re-evaluation.
3. Laboratory evaluation: At the index visit, all patients who do not have recent lab results in the Grady EMR will undergo screening for human immunodeficiency virus (HIV), hepatitis B and C virus (HBV / HCV), and testing for baseline markers of organ function with a complete blood count (CBC), comprehensive metabolic panel (Chem14), and urinalysis (UA). At each follow up visit, patients will undergo a standard panel of urine drug testing to assess for compliance with buprenorphine/naloxone therapy and to evaluate for concurrent lapses in substance use (e.g., other opioids, cocaine, marijuana, etc.).

Patients found to have hepatic dysfunction or hepatitis will require periodic monitoring of liver function tests (LFTs) while on buprenorphine/naloxone.

4. Contingency management: Continued treatment with buprenorphine/naloxone will be contingent on a number of factors, to be delineated in a program agreement discussed with and signed by each patient upon enrollment. These contingencies include regular follow up with psychiatric and social services as deemed necessary by our colleagues at the outpatient clinic and continued abstinence from other substances of abuse as monitored by urine drug testing at each MAOT appointment. Compliance with psychiatric treatment can be monitored via the Grady EMR and direct communication with providers. A single lapse in sobriety (e.g., a single cocaine-positive drug screen) will not be grounds for immediate dismissal from the clinic but rather will be an indication for escalation of addiction treatment services, such as more frequent counseling or adjustment of psychiatric medications. Multiple recurrent positive urine drug screens, however, or evidence of diversion of medication, will be grounds for discontinuation of buprenorphine/naloxone therapy.
5. Therapeutic interventions: In addition to medications, individuals admitted to this program are provided individual and group therapies by a Licensed Behavioral Health Counselor and Peer Counselors. Connection with local 12-step support groups is also key in sustaining long term recovery.
6. Educational mission: There are currently extremely limited resources to train experienced addiction providers in Georgia. Grady Health System is the largest teaching hospital in the state, and this MAOT clinic will also provide invaluable training opportunities for Grady's residents, fellows, nurse practitioners, and physician assistants from a variety of specialties.
7. The Grady Medication Assisted Outpatient program is housed in the same physical location as the current Grady Behavioral Services at 10 Park Place. This provides a streamlined patient flow and allows patients ready access to the full array of services offered by the Grady Behavioral Health clinic. Medication Assisted Therapy (MAT) for Opioid Use Disorders is provided in the form of buprenorphine/ naloxone (Suboxone[®]); methadone is not provided.

B. Fulton County, through its Department of Behavioral Health and Developmental Disabilities will use its best efforts to:

Monitor Grady's compliance with the following key performance indicators during each quarter of 2023 and refer appropriate Fulton County residents for treatment in the Grady MAOT program and adhere to HIPAA and local, state, and federal laws and regulations regarding patient confidentiality.

1. Number of Fulton County residents seen by MDs in the hospital who are in need of Opioid treatment. This is a verbal intervention only. (Target = 10-20).

2. Number of Fulton County residents who received an induction dose of Buprenorphine while in the hospital. (Target = 10-20).
3. Number of new Fulton County residents seen at 10 Park Place (may include walk-ins or follow-up from the hospital). (Target = 6-20).

VII. COMPENSATION

FCDBHDD will pay Grady Health System \$464,000.00 for MAOT clinic services rendered, payable in equal installments on a monthly basis in compensation for said services through the end of 2023. The County agrees to compensate Grady Health System in accordance with the not to exceed amount provided in this paragraph.

VIII. ENTIRE AGREEMENT

This MOU and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

IX. AMENDMENTS

This MOU may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties.

X. ATTACHMENTS

None.

XI. NOTICE

The contacts of each Party to this MOU are:

Fulton County Department of Behavioral Health and Developmental Disabilities:

Name: LaTrina Foster
Title: Director
Fulton County Department of Behavioral Health
and Developmental Disabilities
Telephone: (404) 612-1687
Email: latrina.foster@fultonCountyga.gov

Copy to: Richard Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

Copy to: Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

To Grady Memorial Health Systems – Behavioral Health

Name: Anne Hernandez, LCSW
Title: Behavioral Health Director
Telephone: 404-616-1782
Email: ahernandez@GMH.EDU

XII. MISCELLENOUS

1. Governing Law. This MOU and each provision hereof shall be construed under and governed by the laws of the State of Georgia.
2. Captions. The captions in this MOU are for purposes of convenient reference only and form no part hereof.
3. Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or noncompliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.
4. Drafting of Agreement. This MOU shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this MOU by any other party.

5. Relationship of Parties. Notwithstanding anything in this MOU to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this MOU.
6. Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this MOU shall remain in effect until amended by the applicable governing authority.
7. No Third-Party Beneficiaries. This MOU is made between and limited to the FCDBHDD and Grady, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and PFH, and no other person or entity shall be considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers this ____ day of _____, 2023.

GRADY HEALTH SYSTEMS

John M. Hauptert, CEO
Grady Health Systems
80 Jesse Hill, Jr. Dr. SE
Atlanta, GA 30303

SEAL

[Signatures Continued on Following Page]

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

LaTrina R. Foster, Director
Department of Behavioral Health
and Developmental Disabilities

Approved as to Form:

Office of the County Attorney

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