

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202205001-2

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections / In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Washington State Health Care Authority
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202205001</u>	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>K5893</u> CFDA#: <u>N/A</u>	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>202205001</u>	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>118167</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>330,130.00</u> This Amendment Amount: \$ <u>174,945.00</u> Total Amended Amount: \$ <u>505,075.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This is an amendment extending the grant from the Washington State Health Care Authority expanding our MOUD (Medication for Opioid Use Disorder) Program in the Jail and adds \$174,945.00. The original grant and amendment #1 were both approved by Council.	
Term of Contract: 1 year	Expiration Date: June 30, 2024

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>07/27/23</u>
	2. Attorney signoff: <u>B Waldron</u>	Date: <u>07/27/23</u>
	3. AS Finance reviewed: <u>A Tan</u>	Date: <u>07/28/23</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>7/20/23</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>8/11/23</u>
	7. Council approved (if necessary): <u>AB2023-516</u>	Date: <u>8/8/23</u>
	8. Executive signed: <u>✓</u>	Date: <u>8/14/23</u>
	9. Original to Council: _____	Date: _____

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF




PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

RECEIVED

AUG 01 2023

WHATCOM COUNTY
EXECUTIVE'S OFFICE

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: Washington State Health Care Authority
Medication for Opioid Use Disorder (MOUD) Program Grant
DATE: July 27, 2023

Enclosed are two (2) originals of an Amendment renewing the grant contract between WA State Health Care Authority (HCA) and Whatcom County for your review and signature.

▪ **Background and Purpose**

We were awarded a grant in March 2022 by WA State HCA under the *Medication for Opioid Use Disorder (MOUD) in Jails* Program. It was approved by Council and renewed through June 30, 2023. This Amendment continues the grant through June 30, 2024. It covers expansion of the MOUD program including the costs of a nursing position, increased pharmaceuticals, supplies, deputy overtime and methadone treatment

▪ **Funding Amount and Source**

Funding is provided by a State HCA reimbursable grant. A supplemental budget request has been submitted to offset the revenue for 2023 and another one will be submitted as part of the mid-biennium package for 2024.


▪ **Differences from Previous Contract**

This amendment adds a total of \$174,945.00 to the grant for the period between July 1, 2023 and June 30, 2024.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Encl. (2)

COUNTY ORIGINAL

	CONTRACT AMENDMENT	HCA Contract No.: K5893 Amendment No.: 02 <i>Whatcom County Contract No. 202205001-2</i>
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Whatcom County Corrections		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS Public Safety Building, 311 Grand Ave Bellingham, WA 98225		CONTRACTOR CONTRACT MANAGER Name: Wendy Jones Email: wjones@co.whatcom.wa.us
AMENDMENT START DATE July 1, 2023	AMENDMENT END DATE June 30, 2024	CONTRACT END DATE June 30, 2024
Prior Maximum Contract Amount \$330,130.00	Amount of Increase \$174,945.00	Total Maximum Compensation \$505,075.00

WHEREAS, HCA and Contractor previously entered into a Contract to develop and implement or expand the MOUD in Jails programs, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3, Amendment to extend the term, increase funds, and amend the Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 3.2, Term, is amended to extend the end date from June 30, 2023 to June 30, 2024.
2. Section 3.3, Compensation, Subsection 3.3.1, is amended to increase the Total Maximum Compensation by \$174,945.00, from \$330,130.00 to \$505,075.00. All internal references to the Total Maximum Compensation amount are updated accordingly.
3. Section 3.7, Incorporation of Documents and Order of Precedence is amended to read as follows:

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.7.1 Applicable Federal and State of Washington statutes and regulations;
- 3.7.2 Recitals;
- 3.7.3 Special Terms and Conditions;
- 3.7.4 General Terms and Conditions;
- 3.7.5 Attachment 1: Data Use Security and Confidentiality;
- 3.7.6 Attachment 2: Data Security Requirements;
- 3.7.7 Attachment 3: HCA Small Numbers Standards;

- 3.7.8 Attachment 4: Certificate of Destruction;
 - 3.7.9 Schedule A: Statement of Work;
 - 3.7.10 Schedule A-1: Statement of Work (July 1, 2022-June 30, 2023);
 - 3.7.11 Schedule A-2: Statement of Work (July 1, 2023-June 30, 2024);
 - 3.7.12 Exhibit A: HCA RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program, dated December 29, 2021;
 - 3.7.13 Exhibit B: Contractor's Response dated January 20, 2022; and
 - 3.7.14 Any other provision, term or material incorporated herein by reference or otherwise incorporated.
- 4. Schedule A-2, Statement of Work, effective July 1, 2023 through June 30, 2024 is attached hereto and incorporated herein.
 - 5. This Amendment will be effective July 1, 2023 ("Effective Date").
 - 6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
 - 7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE <i>Please see attached signature page</i>	PRINTED NAME AND TITLE <i>Please see attached signature page</i>	DATE SIGNED
HCA SIGNATURE <small>DocuSigned by:</small> <i>Alyson Beck</i>	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 7/26/2023

WHATCOM COUNTY:

Recommended for Approval:

Bill Elfo, Sheriff

07/28/23
Date

Approved as to form:

Approved via email 7.27.23 BW (e)
Brandon Waldron, Prosecuting Attorney Date

Approved:


Accepted for Whatcom County:

By: 
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 14th day of August, 2023 before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 4/13/27.

Schedule A-2: Statement of Work

July 1, 2023-June 30, 2024

1. Purpose.

To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who are identified with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD screening, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal normally 6-12 hours after the last use of short acting opioids, or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. Performance Work Statement.

The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the standard of care core components which include:

- a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who are identified with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.
- b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.
- c. MOUD must be continued for those who are already taking MOUD upon entering the facility. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the [2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder](#)) Please also review and implement the newly released (June 2023), Bureau of Justice Assistance, [Guidelines for Managing Substance Withdrawal in Jails](#) .
- d. Screening for risk of acute withdrawal must be done upon intake. Screening for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after

intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)

- e. Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.
- f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day (“Balloon”) dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient’s medical record.
- g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.
- h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.
- i. Schedule the first community appointment with a treatment facility.
- j. Provide – in hand upon release and at no cost to the individual – sufficient doses of MOUD to bridge patient until scheduled MOUD follow-up appointment at community treatment facility (does not apply to patients treated with injectable MOUD).
 - i. Individuals who are at risk of being released directly from court are informed, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home. Depending on the MOUD medications, a prescription to a local pharmacy for the MOUD medications for up to 3 days will be provided.
 - ii. In situations where an appointment cannot be made, e.g., after-hours bail-out, resident is given enough medication to last until the next available appointment at the community treatment facility. If that date is unknown, the individual is given a minimum of a 7-day supply.
 - iii. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail, the individual is informed that he/she may either return to the jail in the morning to receive bridge medications or, if no medical staff are present the following day, will have a prescription for the same bridging medication called to a local pharmacy, at no cost to the individual.
- k. Ensure policies and procedures are in place to mitigate medication diversion.

3. Allowable Expenses.

- a. The needs of county, city and tribal jails to develop or sustain an MOUD program are prioritized, and this funding is designated for those efforts. This is not an exhaustive list. The monthly progress report should detail what the funds are being spent on. Anything not on this list needs written approval, (email HCA contract manager).
 - i. MOUD program staffing FTEs which may include:
 1. Nursing
 2. Medical assistants
 3. Providers, prescribers
 4. Correctional staff
 5. Clerical or administrative staff for MOUD program reporting and administration
 6. Care navigators, reentry coordinators, peer support, substance use disorder professionals.
 - ii. Medications for opioid use disorder (MOUD) FDA approved buprenorphine, (this can include long-acting injectable buprenorphine), methadone and naltrexone.
 - iii. Naloxone for jail and staff.
 - iv. Technology which would support the MOUD program.
 1. Tablets, phones, security, internet/wifi enhancements to allow for telehealth, etc.
 - v. MOUD staff supplies
 1. Desk, chair, computer, phone, etc.
 - vi. Release kit items such as:
 1. Naloxone
 2. Clothing, shoes
 3. Personal hygiene items
- b. Whatcom County Jail will continue the MOUD program. The improvements made will allow for staff to be more effective in improving the standard of care and implementation of the core components of this contract.

4. Data Collection.

- a. Participation requires performance monitoring activities, including timely and accurate data reporting to the Health Care Authority, Division of Behavioral Health, and Recovery (HCA DBHR). Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third-party.
- b. The contractor will submit a monthly report, template provided by HCA DBHR, by the 10th day of the month with the following participant information, (identified as having a current OUD), for the previous month:
 - i. Full name
 - ii. Date of birth
 - iii. Provider One #, SSN or another unique identifier
 - iv. Date of booking
 - v. Date MOUD started: continued or induction?
 - vi. Date of release if applicable

- vii. Schedule first MOUD appointment upon release
 - viii. Which MOUD provided upon release
- c. Information will be collected via the Managed File Transfer (MFT). It may be shared with Research Data and Analysis (RDA) for evaluation purposes.

5. Contract Management/Accounting.

- a. Ensure specific tools, such as job descriptions, policies and procedures, and statements of work, are developed, and staff are adequately trained on these tools, to ensure consistent and appropriate practice.
- b. Attend required monthly meetings with HCA DBHR program administrator to discuss project contract requirements, compliance, problem-solving and attend trainings.
- c. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available, provided all personnel making site visits will submit information in advance and pass a basic security background prior to the site visit. Additionally, all HCA personnel accessing will be asked to sign an acknowledgement that the Whatcom County Sheriff's Office/Corrections has a "No Hostage" policy.
- d. Submit a monthly report and a data spreadsheet through the Managed File Transfer portal (MFT) as detailed in the deliverables table with the A-19 invoice.

FY2024 Contract Deliverables Table			
Activity	Description	Due Date	Payment
Monthly progress reports	Report must include how funding is being spent, status of hiring staff, status of MOUD purchases and other supplies. Program details and how the standard of care, core components (Section 2) are being met, barriers and successes, technical assistance and training participation, staff changes and additional information as needed.	Monthly: Reports due on the 10 th of every month beginning with August 10, 2023.	\$87,472.56 (\$7,289.38 x 12)
Monthly Data Collection spreadsheet	Data spreadsheet filled out completely with section 4.b. above following template provided by HCA and shared via MFT.	Monthly: Due on the 10 th of every month beginning with August 10, 2023.	\$87,472.44 (\$7,289.37 x 12)
Amendment Total			\$174,945.00

6. Billing and Payment.

- a. This amendment total is for \$174,945.00.
- b. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the program administrator, Rachel Meade, via MFT by the Contractor monthly. Payments shall be in accordance with delivery and approval of deliverables as outlined in the Deliverables Table.

- c. Payment. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- d. Claims for payment submitted by the Contractor to HCA for amounts due and payable under this agreement that were incurred prior to the expiration date shall be paid by HCA if received by HCA within 90 days after the expiration date.
- e. HCA shall not reimburse the Contractor for any fees and expenses which exceed the maximum consideration of this contract.