

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: David Fortino

DATE: January 21, 2025

SUBJECT: Contract Amendment re: Subcontract for Professional Services; Jefferson County; Healthcare Delivery, Inc.

STATEMENT OF ISSUE:

Amendment to Subcontract for Professional Services; Jefferson County; Healthcare Delivery, Inc. to modify services to include updated standards of care for treatment of substance use disorders. Amends compensation to reflect allowable annual increases per contract.

ANALYSIS:

The scope of services has been updated to included standards of care regarding substance use disorder treatment in line with the Health Care Authorities requirements for the treatment of MOUD/MAUD.

Compensation has been updated to reflect current prices for 2025.

FISCAL IMPACT:

Total compensation not to exceed \$357,974.00

RECOMMENDATION:

Approve Contract Amendment re: Subcontract for Professional Services; Jefferson County; Healthcare Delivery, Inc.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Healthcare Delivery Inc,

Contract No: JCSO-123124

Contract For: PROFESSIONAL SERVICES CONTRACT for MOUD/MAUD in Jails

Term: 6 months

COUNTY DEPARTMENT: Jefferson County Sheriff's Office

Contact Person: David Fortino

Contact Phone: 360-344-9743

Contact email: dfortino@co.jefferson.wa.us

AMOUNT: \$357,974.00

Revenue: N/A

Expenditure: N/A

Matching Funds Required: N/A

Sources(s) of Matching Funds

Fund # 001-180-000

Munis Org/Obj 001-180-000

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☒ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

12/30/2024
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

12/30/2024
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/31/2024.
Contract amendment increasing the dollar amount.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/2/2025.
Standard amendment language included and original attached. Update made to signature page.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AMENDMENT #1 TO THE SUBCONTRACT FOR PROFESSIONAL SERVICES BETWEEN JEFFERSON COUNTY AND HEALTHCARE DELIVERY, INC.

This Amendment is made and entered into by and between Jefferson County Washington ("County"), and Believe in Recovery LLC ("Subcontractor") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain professional services agreement ("the Agreement"), effective August 16, 2021;

WHEREAS, the Parties have agreed to extend the partnership with Services modification, and Compensation adjustment;

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. Services:

- a. HDS shall perform the services set forth in this Contract and listed in detail on Exhibit A attached hereto and by this reference incorporated herein (the "Services"),

Additionally, all work required by "Attachment 1: Statement of Work" Sections 2, except where other contractors are responsible for the work, or sections overlap with work being done by another contractor, in which case HDS shall coordinate with the other contractor to ensure these requirements are met.

a true and correct copy of "Attachment 1: Statement of Work" is attached.

HDS shall not be required to perform any services which are not specifically identified in this Contract.

2. Compensation:

- a. The County will pay HDS for the performance of the Services based on the rates and charges set forth on Exhibit B, a true and correct copy of "Exhibit B" is attached. Annual total compensation not to exceed \$357,974.00.

This Amendment is effective as of January 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

SIGNATURE PAGE

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Healthcare Delivery Inc. Shannon Slack

Contractor Representative (Please print)

Shannon Slack

(Signature)

Shannon Slack

Owner

Title

12/31/2024

Date

Heidi Eisenhour, Chair

Date

Greg Brotherton, Commissioner

Date

Heather Dudley-Nollette, Commissioner

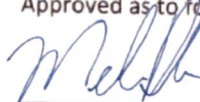
Date

ATTEST

Carolyn Galloway
Clerk of the Board

Date

Approved as to form only:



for 01/02/2025

Philip C. Hunsucker
Chief Civil Deputy Prosecutor

Date

ATTACHMENT 1: STATEMENT OF WORK

1. Purpose

Support a comprehensive treatment program for incarcerated individuals with Opioid Use Disorder (OUD) and Alcohol Use Disorder (AUD), beginning with screening upon entry and ending with seamless transition to the care in the community, with use of Medications for Opioid Use Disorder (MOUD) and Medications for Alcohol Use Disorder (MAUD) at its core.

This program contract supports RCW 71.24.599: Opioid use disorder—City and county jails—Funding. (wa.gov).

Health Equity - This program also intends to address inequities in treatment and recovery services by providing medically necessary treatment to incarcerated individuals. The Contractor should understand cultural barriers and provide culturally appropriate services. Additionally, this program intends to identify stigma and educate to ensure ongoing collaboration and openness to change.

2. Work Expectations

The Contractor shall ensure funds are responsibly used towards the OUD and AUD treatment programs in the jail and provide the community standard of care, including, at a minimum, the following core components:

2.1. General Standards.

- 2.1.1. 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder;
- 2.1.2. Guidelines for Managing Substance Withdrawal in Jails;
- 2.1.3. For American Indian/Alaska Native (AI/AN) program participants receiving MOUD/MAUD Services, the Contractor's tribal liaison or designee, shall coordinate with the program participant's Indian Health Care Provider (IHCP) to ensure the IHCP can participate in treatment and discharge planning, including continuity of care in the nearest IHCP clinically appropriate setting for all AI/AN program participants.

2.2. Intake. The Contractor shall:

- 2.2.1. Continue MOUD and MAUD for individuals who are already taking these medications upon entering the facility.
- 2.2.2. Continue the individual on the same medication at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the individual's medical record) with the exceptions listed below:
 - 2.2.2.1. Injectable long-acting naltrexone may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.

- 2.2.2.2. Injectable long-acting buprenorphine may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.
- 2.2.2.3. Oral buprenorphine may be converted among the three formulations (film, tablet with naloxone, tablet without naloxone).
- 2.2.2.4. If the individual is not pregnant, 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 or there is no OTP within reasonable distance of the individual's release residence.
- 2.2.2.5. Though MOUD/MAUD may not be discontinued on a policy or administrative basis because of the presence of other illicit or controlled substances, administration of the community-based MOUD or MAUD may be adjusted if clinically necessary due to pharmacologic risks of drug-drug interaction.
- 2.2.3. Screen all newly admitted individuals for risk of acute withdrawal from opioids and alcohol upon intake.
- 2.2.4. Screen for OUD and AUD without physical dependence (i.e. without a risk of acute withdrawal) after intake, as long as the delay does not impair the ability to begin treatment prior to release.
- 2.2.5. Offer initiation of MOUD treatment to individuals who are physically dependent on opioids.
- 2.2.6. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.
- 2.2.7. Make available and offer treatment for OUD using some formulation of methadone, buprenorphine, and naltrexone based on a mutually agreed-upon plan between the prescriber and the individual, with the following exceptions or caveats:
 - 2.2.7.1. The jail may decline to offer methadone if the jail is not a licensed OTP, and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
 - 2.2.7.2. If there is no available buprenorphine provider in the community to which the individual will release, the Jail must still offer buprenorphine (tapered over several days) if opioid withdrawal is clinically indicated.
 - 2.2.7.3. If withdrawal is not clinically indicated and the only reason for considering discontinuation of buprenorphine is the lack of an available buprenorphine provider in the community to which the individual will release, a decision whether or not – or when – to

discontinue buprenorphine prior to release should be made based on a plan mutually agreed -upon between the individual and the prescriber based on the length of time the individual is expected to remain in the jail, the risks of opioid misuse or overdose during the incarceration, and the individual's willingness to receive a dose of an extended release injectable buprenorphine just prior to release that will provide the individual a safe tapered withdrawal in the community if no provider is available.

- 2.2.7.4. Provide naltrexone in oral formulation while the individual is incarcerated. Offer injectable long-acting naltrexone or buprenorphine as an option prior to release.
- 2.2.7.5. Offer oral buprenorphine without naloxone while the individual is incarcerated but must discharge the individual on a formulation of buprenorphine with naloxone unless there is a clinical reason not to do so (e.g., the individual is discharged on injectable buprenorphine, the individual is allergic to naloxone).
- 2.2.8. Contractor shall not facilitate forced opioid withdrawal (including withdrawal using a tapering dose of buprenorphine or methadone) unless the individual provides an informed refusal of treatment or the individual elects MOUD treatment with naltrexone, in which case withdrawal is clinically required.
 - 2.2.8.1. In such case, Contractor may use other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) in place of buprenorphine or methadone if the individual so chooses or as adjuncts to these medications, but they may not be the only withdrawal treatment available.
 - 2.2.8.2. Initiation of buprenorphine or methadone, whether for induction of treatment or for withdrawal, may not be delayed for administrative reasons, e.g., unavailability of a prescriber, beyond when they are clinically indicated to be started.
- 2.2.9. Offer treatment for withdrawal with benzodiazepines to individuals entering the facility who are physically dependent on alcohol, if clinically appropriate.
- 2.2.10. Provide immediate evaluation to individuals at risk for, or in, opioid or alcohol withdrawal who refuse treatment by a medical or mental health prescriber or a licensed mental health professional at the masters' level or higher, to determine if they have decision-making capacity. If they do not, they must be transported to a community hospital and may not return to the jail until they are clinically safe to return to the jails AND have regained decision-making capacity.

2.3. During Incarceration. The Contractor shall:

- 2.3.1. Offer initiation of MOUD/MAUD to individuals with OUD/AUD not already identified and/or offered treatment at intake (e.g., individuals with OUD but

without physical dependence; individuals with AUD who underwent withdrawal).

- 2.3.2. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.
- 2.3.3. Administer methadone and buprenorphine daily or more frequently.
- 2.3.4. Contractor will not use alternate-day ("Balloon") dosing of buprenorphine.
- 2.3.5. Offer counseling to individuals for their OUD and/or AUD disorder who are expected to remain in jail for longer than one month.
- 2.3.6. Provide MOUD/MAUD not contingent on the individual's willingness to participate in counseling.

2.4. Release. The Jail must accomplish the following prior to release:

- 2.4.1. Complete release planning and reentry coordination as soon as possible after admission to ensure an effective plan is in place prior to release or in the event of an unexpected release of an individual who needs continued treatment and services.
- 2.4.2. Provide at least two (2) doses of naloxone (e.g., Narcan®) or nalmefene (Opvee®) and training on how to administer the medications to all individuals with OUD.
- 2.4.3. Schedule the first community appointment with a treatment facility for continuation of MOUD or MAUD.
- 2.4.4. Provide - in hand, upon release, and at no cost to the individual - sufficient doses of MOUD and/or MAUD to bridge individual until scheduled follow-up appointment at community treatment facility (does not apply to individuals treated with injectable MOUD). A thirty (30) day supply is recommended.
 - 2.4.4.1. Inform individuals who are at risk of being released directly from court, 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.
 - 2.4.4.2. In situations where an appointment cannot be made, e.g., after-hours bail-out, give the individual enough medication to last until the next available appointment at the community treatment facility.
 - 2.4.4.3. 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:
 - 2.4.4.3.1. Inform the individual that they may either return to the jail in the morning to receive bridge medications; or

2.4.4.3.2. If no medical staff are present the following day, call in a prescription for the same bridging medication to a local pharmacy, at no cost to the individual.

2.4.5. Assist Medicaid-eligible individuals to sign-up with Medicaid or assist individuals whose Medicaid coverage has been terminated to reestablish coverage.

2.4.6. For any individual with Medicaid coverage, work cooperatively with the individual's Managed Care Organizations (MCO) to facilitate re-entry, including but not limited to allowing the MCO's agent timely access to the facility and the individual.

2.5. Contract Management. The Contractor shall:

2.5.1. Ensure specific tools, such as job descriptions, policies and procedures, and statements of work, are developed, and staff are adequately trained, to ensure consistent and appropriate practice.

2.5.2. Attend monthly meetings with HCA Division of Behavior Health and Recovery (DBHR) program administrator to discuss project contract requirements, compliance, and problem-solving. Attend additional meetings as required or deemed necessary by the HCA DBHR program administrator.

2.5.3. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available.

2.6. Activities.

2.6.1. Contractor shall expand their current MOUD program and will meet the standard of care listed in Section 2, by doing the following:

2.6.1.1. Increase on-call provider time to ensure seamless service delivery and timely care.

2.6.1.2. A case manager will coordinate intake processes, transportation, and reentry planning, ensuring continuity of care from jail to the community.

2.6.1.3. Offer long-acting injectable buprenorphine with increased RN time to dose.

3. Reports.

3.1. Monthly Progress Reports. Reports shall include, but not limited to, the following:

3.1.1. How funding is being spent.

3.1.1.1. Prioritize funding towards efforts to sustain the MOUD/MAUD program.

- 3.1.1.2. Budget updates.
- 3.1.2. Program details.
 - 3.1.2.1. All components of the standard of care must be met.
 - 3.1.2.2. Share barriers and successes.
 - 3.1.2.3. Technical assistance.
 - 3.1.2.4. Training participation.
 - 3.1.2.5. Staff changes.
 - 3.1.2.6. Additional information as needed.
- 3.1.3. Ongoing Staff Training
 - 3.1.3.1. Name(s) and date(s) of conference(s) or training event(s) that pertain to MOUD or MAUD in a jail setting or otherwise deemed appropriate.
 - 3.1.3.2. Program staff attendance for each conference or training event.

3.2. Monthly Data Collection Spreadsheet.

- 3.2.1. The Contractor shall provide the data spreadsheet, filled out completely with Section 3.2.3 below, using the template provided by HCA and shared via the Managed File Transfer (MFT) portal.
- 3.2.2. The Contractor's participation requires performance monitoring activities, including timely and accurate data reporting to the HCA DBHR. Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third party.
- 3.2.3. The Contractor shall 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:
 - 3.2.3.1. Full name.
 - 3.2.3.2. Date of birth.
 - 3.2.3.3. Provider One #, SSN or another unique identifier.
 - 3.2.3.4. Date of booking.
 - 3.2.3.5. Date MOUD started: continued or induction?
 - 3.2.3.6. Date of release if applicable.

3.2.3.7. Schedule first appointment upon release.

3.2.3.8. Which MOUD provided upon release.

3.2.4. Information will be collected via the MFT. It may be shared with The Department of Social and Health Services Research Data and Analysis (RDA) division for evaluation purposes.

4. Allowable expenses. The following is a list of allowable expenses. Contractor shall submit items not on this list to HCA Contract Manager for approval before purchasing.

4.1. Program Staff.

4.1.1. Nursing.

4.1.2. Medical assistants.

4.1.3. Providers, prescribers.

4.1.4. Correctional staff.

4.1.5. Clerical or administrative staff for program reporting and administration.

4.1.6. Care navigators, reentry coordinators, peer support, substance use disorder professionals, community health workers.

4.2. MOUD/Medications.

4.2.1. Medications for opioid use disorder (MOUD) FDA approved buprenorphine, (this can include long-acting injectable buprenorphine), methadone and naltrexone.

4.2.2. FDA approved medications for alcohol use disorder (MAUD).

4.2.3. Naloxone for jail and staff.

4.3. Program Supplies.

4.3.1. Technology:

4.3.1.1. Tablets.

4.3.1.2. Phones.

4.3.1.3. Security.

4.3.1.4. Internet/wi-fi enhancements to allow for telehealth.

4.3.1.5. Other supplies approved by HCA Contract Manager prior to purchase.

4.3.2. Program Staff Office Needs:

- 4.3.2.1. Desk.
- 4.3.2.2. Chair,
- 4.3.2.3. Computer.
- 4.3.2.4. Phone.

4.4. Release and Reentry.

- 4.4.1. Transportation for program participants upon release to first appointment, pick up prescription, safe place, etc.
- 4.4.2. Release kit items such as:
 - 4.4.2.1. Naloxone.
 - 4.4.2.2. Gift cards.
 - 4.4.2.3. Clothing, shoes.
 - 4.4.2.4. Personal hygiene items.
 - 4.4.2.5. Phones.

5. Deliverables Table.

December 1, 2024 – June 30, 2025			
#	Description	Due Date	Cost Reimbursement Monthly max
1	Monthly Progress Report	December 2024-May 2025: the 10 th day of the month following each month of service	Monthly cost reimbursement not to exceed \$11,628 per month
		June 2025: With final invoice	
2	Monthly Data Collection Spreadsheet	December 2024-May 2025: the 10 th day of the month following each month of service	
		June 2025: With final invoice	
Subtotal			\$162,792
Indirect Cost (10%)			\$16,281
Total Maximum Cost Reimbursement			\$179,073

EXHIBIT A
Scope of Services:

HDS will provide inmate health care services for the Jefferson County Jail in accordance with applicable standards of the American Medical Association ("AMA"), the State of Washington, and the National Commission on Correctional Health Care. These include, but are not limited to, the following:

1. Twenty-four (24) hour phone triage and consultation by an Advanced Registered Nurse Practitioner or Medical Doctor for a monthly retainer as shown in the Compensation Schedule with unlimited phone access. Response time will generally be within less than five minutes of facility's call; however, due to technological problems with pagers and cell phones on the road, it may be longer than five minutes and response time may be up to 20 minutes. Any medical matter that requires urgent response will be promptly evaluated and managed by phone.

2. Advanced Registered Nurse Practitioner with prescriptive privileges will attend the Jail once each week and use telemedicine once each week, to conduct sick calls for inmates, review all new inmate intake forms and inmate requests (kites), direct appropriate care and "Special Needs Treatment Planning" for chronic health problems, conduct medical history/physical exams as appropriate within NCCHC timeframes, and make referrals as necessary to other providers. This service will be billed for a 10 hour per week minimum as shown in the Compensation Schedule. Hours in excess of 10 hours per week will be billed hourly as shown in the Compensation Schedule with a one hour minimum for scheduled sessions. Unscheduled sessions will be billed a two hour minimum. Services shall also include:

(1) Weekly evaluation and ordering of necessary medical supplies and pharmaceuticals.

(2) Utilization review of all billings.

(3) Training of Jail staff, as recommended by HDS, and authorized by Jail administration.

(4) A monthly schedule of sick call coverage will be supplied to jail administration by the 25th for the previous month. The schedule is subject to approval by jail administration.

3. At least one day per week, and more frequently as necessary, a Psychiatric Advanced Registered Nurse Practitioner will review inmate medical records to direct necessary Mental Health services, prescribe and review necessary psychiatric medications, and prepare Mental Health discharge plans prior to release of inmates with mental health conditions. This service will be billed for a 32 hour per month minimum as shown in the Compensation Schedule. Hours in excess of 32 hours per month will be billed hourly as shown in the Compensation Schedule, with a one hour minimum.

**Jefferson County Jail
2025**

EXHIBIT B (Continued)

Table B **Staffing**

Staff Position	Staff Schedule	Weekly Hours	Annual Hours	Total Annual cost
Nursing Staff \$94.50 @ hr	M, T, W, Th, Fri	40	2080	\$196,560.00
ARNP \$131.25 @ hr	Two days a week	10	520	\$68,250.00
Psych ARNP/ARNP \$131.25@hr	One day a week	8	416	\$54,600.00
ARNP/RN Phone Coverage	M,T,W,TH,Fri, Sat, Sun	168	8736	\$12,600.00
Total Annual Cost				\$331,010.00

Table C **Administrative Services**

Administrative Services	Total Cost
Medical Director	\$16,380.00
Administrator	\$7,056.00
Clerical	\$3,528.00
Total Annual Cost	\$26,964.00

Invoice Line item Administrative Services monthly \$2,247.00

RFP EXHIBIT B – TOTAL COST

Proposal	
Administrative Cost	\$26,964.00
Annual Personnel Costs	\$331,010.00
Total Annual Cost	\$357,974.00

Average monthly Invoice \$29,831.17 (approximately)

PROFESSIONAL SERVICES CONTRACT

HEALTHCARE DELIVERY, INC.

This Professional Services Contract (the "Contract") is entered into this ___ day of July, 2021 by and between the County of Jefferson (the "County") and Healthcare Delivery, Inc., dba Healthcare Delivery Systems ("HDS").

RECITALS

A. The County desires to have certain health care services requiring specialized skills and other supportive capabilities performed as set forth in this Contract.

B. HDS is qualified and possesses the skills and capabilities to perform the health care services set forth in this Contract and desires to perform such services for the County.

CONTRACT

NOW, THEREFORE, the parties agree as follows:

1. **SERVICES.** HDS shall perform the services set forth in this Contract and listed in detail on Exhibit A attached hereto and by this reference incorporated herein (the "Services"), including the furnishing of all equipment necessary for the performance of the Services. HDS shall not be required to perform any services which are not specifically identified in this Contract.

2. **FACILITY; SUPPLIES.** The County shall provide an appropriate medical area in which HDS may perform the Services. The County shall provide all materials and supplies necessary or desirable for HDS's performance of the Services, including, without limitation, those items listed on Exhibit C attached hereto and by this reference incorporated herein. The County shall provide inmate transport to and from the medical area and provide security for all HDS staff when on site.

3. **TERM.** This Contract shall commence on the date hereof. HDS has assumed responsibility for providing Jail inmate medical care under this Contract commencing on August 1, 2021. This Contract shall expire on July 31, 2022. This Contract shall automatically renew for successive periods of one (1) year each unless either party has given the other notice of termination not less than ninety (90) days prior to the then current expiration date. In no event shall there be more than four (4) renewals without the execution of a new Contract.

4. **COMPENSATION.** The County will pay HDS for the performance of the Services based on the rates and charges set forth on Exhibit B, for an annual total compensation in the first year of this Contract not to exceed \$245,680.00. The parties agree to review the compensation, rates and charges payable to HDS on or before one hundred twenty (120) days prior to each anniversary of this Contract. Increases shall not exceed

5% in any given year. If the parties are unable to agree on the compensation, rates, and charges for the succeeding one (1) year term, then either party may terminate this Contract effective upon its termination date as set forth in Section 3 of this Contract.

5. PAYMENT. HDS will submit an itemized invoice to the County on or after the first day of each calendar month for Services performed during the immediately preceding calendar month based on the rates and charges set forth on Exhibit A. The invoice shall list the dates, hours, services, and charges. The County shall pay HDS within thirty (30) days after receipt of a correct and conforming invoice. For purposes of Compensation and Payment, the term "due date" shall be the 30th day after the County receives a correct and conforming invoice. With the exception noted herein, the County shall pay a late charge of 2% of any amounts not paid on or before the due date, and any amounts not paid when due shall accrue interest at the rate of 1% per month starting on the payment due date and continuing until any overdue balance(s), including late charges, is/are received in full. As an exception to the forgoing, HDS shall not be paid for services rendered under the Contract unless and until they have been performed to the reasonable satisfaction of the County. Moreover, in the event HDS has failed to perform any substantial obligation to be performed by HDS under this Contract and such failure has not been cured within ten (10) days following notice from the County, then the County may, in its sole discretion, upon written notice to HDS, withhold any and all monies due and payable to HDS, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.

6. CONFIDENTIAL INFORMATION. Except as required as part of the performance of the Services, either party may disclose, and neither party shall be required to disclose, confidential information regarding the recipient of any of the Services for any purpose except with the written consent of the recipient or the recipient's attorney or responsible parent or guardian, or as otherwise permitted or required by law. This Contract is a Public Record subject to the provisions of the Public Records Act, Ch. 42.56 RCW.

a. "Personal information" collected, used, or acquired in connection with this Contract shall be used solely for the purposes of the Contract and shall remain the property of the County. County staff authorized to see such information will be designated in writing by the Jail Superintendent. HDS shall have a non-exclusive license to review, generate, and use that information during the term of this Contract.

b. For purposes of this Contract, the term "personal information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers and any financial identifiers.

c. For purposes of this Contract, the term "personal information" also includes "Protected Health Information" as set forth in 45 CFR. § 160.103 as currently adopted and as may hereafter be amended or revised and other information that may be exempt from production to the public or other unauthorized persons under either Ch.42.56 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24, 70.96A and 71.05 RCW or other state and federal statutes and regulations governing confidentiality and/or disclosure.

d. HDS agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to "personal information". The County reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by HDS through this Contract.

e. HDS agrees not to release, divulge, publish, transfer, sell, or otherwise make known "personal information" without the express written consent of the subject person, the County, or as provided by law.

f. HDS agrees to indemnify and hold harmless the County for any court costs, attorney's fees, or damages related to or arising from HDS's unauthorized use or disclosure of "personal information".

g. To the extent required by law, HDS shall certify the return or destruction of all "personal information" upon expiration of this Contract.

h. Any breach of this Section by HDS may result in termination of this Contract in a manner consistent with Section 15 of this Contract.

i. The provisions of this Section shall be included in any contract or agreement between the HDS and any and all of the HDS's subcontractors.

7. COMPLIANCE WITH LAW. HDS shall comply with all Federal, state and local laws and regulations applicable to the performance of the Services, including those governing licensing, registration, and certification.

8. AMENDMENT. Any amendment or modification to this Contract must be in writing and signed by both parties to be effective.

9. NON-DISCRIMINATION. HDS shall not, on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability, deny an individual any Services required to be provided under this Contract.

10. INDEPENDENT CONTRACTOR. This Contract establishes an independent contractor relationship between the parties and shall not be construed to create any relationship of partnership or joint venture. None of the persons performing the Services shall be deemed to be an

employee or agent of the County for any purpose and no such person shall be entitled to any of the benefits the County provides to its employees. Such persons are employees or agents of HDS and HDS shall be responsible for directing and controlling such persons in the performance of the Services and for compensating them.

11. LIMITATION OF LIABILITY; INDEMNIFICATION. HDS's liability on any claim whatsoever for which HDS is responsible, including negligence and any damage or loss arising out of or resulting from this Contract or the performance or breach hereof not covered, reimbursed or paid for by the insurance maintained by or for the benefit of HDS under Section 12 of this Contract shall in no event exceed the total compensation paid to Consultant hereunder. Any action for breach of this Contract must be commenced within two (2) years after the occurrence of the event giving rise to such breach. In no event shall HDS be responsible for, or the County entitled to recover, indirect, special, incidental or consequential damages. The County shall indemnify and hold harmless HDS, and its employees and agents, from and against any claim, loss, liability or damage (including attorneys' fees incurred in connection with the defense of any action based on any such alleged act or omission, which attorneys' fees shall be paid as incurred) arising out of or in connection with any act performed, or omitted to be performed in connection with this Contract; provided that such indemnification and hold harmless shall not cover (i) indemnification prohibited by law, or (ii) any act or omission of HDS amounting to an intentional breach of this Contract, fraud, gross negligence, or willful misconduct. Without limiting the foregoing, the County will defend, indemnify, and hold HDS and its employees and agents harmless from and against any claim, loss, liability, or damage resulting from the failure to provide medical care, treatment, diagnostics, or pharmaceuticals to any person where HDS has advised the County of the medical necessity therefor.

12. INSURANCE. Prior to commencing work, HDS shall obtain at its own cost and expense the following insurance from companies licensed in the State of Washington with a Best's rating of no less than A: VII. HDS shall provide to the County Risk Manager certificates of insurance with original endorsements evidencing the insurance required by this clause prior to the commencement of the Services. If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to HDS shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due HDS.

All notices shall name HDS and identify the Contract by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. **Workers Compensation.** HDS shall procure and maintain for the life of the Contract, Workers Compensation Insurance, in accordance with the laws of the State of Washington. HDS specifically assumes potential liability for actions brought against the County by HDS's employees, including all other persons engaged in the performance of any work or service required of HDS under this Contract and, solely for the purpose of this indemnification and defense, HDS specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. HDS recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was the subject of mutual negotiation.

B. Commercial General Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death, and property damage. This insurance coverage shall indicate on the certificate of insurance the following coverage:

Broad Form Property Damage with no employee exclusion;
Personal Injury Liability, including extended bodily injury;
Broad Form Contractual/Commercial Liability Premises - Operations Liability (M&C);
Independent Contractors and Subcontractors; and
Automobile with a minimum limit per occurrence of \$1,000,000 for personal injury and property damage. This insurance shall indicate on the certificate of insurance the following coverage:
Owned automobiles;
Hired automobiles; and,
Non-owned automobiles

C. HDS shall maintain in full force and effect professional liability/medical malpractice insurance covering HDS and each of its employees and agents performing Services, with coverage of not less than \$1,000,000 in the aggregate.

Any deductibles shall be declared to and approved by the County prior to the approval of the Contract by the County.

HDS shall include all subcontractors as insureds under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein. Failure of HDS to take out and/or maintain any required insurance shall not relieve HDS from any liability under the Contract, or shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

The County states it is a member of the Washington Counties Risk Pool (or "WCRP") and through said membership has third-party liability coverage through the Memorandum of Liability Coverage ("MLC") provided to it by the WCRP in the amount of Twenty Million Dollars (\$20,000,000.00). For purposes of the MLC, HDS, its owner, any state-licensed medical provider employed by or contracting with HDS and any employee, subcontractor or representative of HDS shall be considered a "Protected Party" for the purposes of any claim, lawsuit, or action arising from or proximately caused by the acts and/or omissions of HDS during the course and scope of work performed by HDS in furtherance of this Contract as more specifically described in the attached Scope of Services, Exhibit A to this Contract. The third-party liability coverage provided by the MLC to the County shall be primary to any professional liability/medical malpractice insurance HDS is required to obtain and maintain pursuant to this Contract.

13. JURISDICTION. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit or proceeding in connection with this Contract shall be brought and maintained only in Thurston County Superior Court.

14. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING. HDS shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of HDS under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. HDS warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for HDS, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of making of this Contract.

15. TERMINATION. The County may terminate this Contract for convenience at any time by giving ninety (90) days written notice to HDS. HDS may terminate this Contract for convenience at any time by giving ninety (90) days written notice to the County. In either event, the County shall pay HDS for all Services performed through the date of termination.

16. SEVERABILITY. If any part, term, or provision of this Contract is held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected, and such part, term, or provision shall be deemed modified to the extent necessary to make it legal and enforceable, but if such modification is not possible, the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term, or provision held to be illegal or unenforceable. Notwithstanding the foregoing, if such modification or elimination would materially and adversely alter the rights or obligations of a party, such party may terminate this Contract by written notice to the other.

17. ENTIRE CONTRACT. This Contract is the complete expression of the parties' agreement, and supersedes any prior or contemporaneous oral representations, understandings, or agreements.

18. NO WAIVER. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

19. NOTICES. Any notice to be given hereunder by either party shall be in writing and shall be deemed to be fully given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if sent by certified or registered mail, return receipt requested, at the address of the party as it appears beneath its signature below.

20. DEBARMENT. HDS certifies that it is not presently debarred, suspended or proposed to for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency.

21. SUBSTANCE USE PROHIBITIONS. While performing services, the use of illegal drugs, alcohol, or controlled substances on County property or premises is strictly

prohibited. HDS's employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

22. TOBACCO USE. The use of tobacco of any kind on property or premises of the County shall comply with County policies.

23. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity of this Contract, so long as all the parties execute a counterpart of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

**SIGNATURE PAGE
COUNTY:**

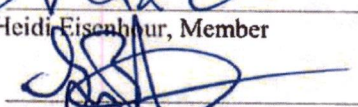
JEFFERSON COUNTY
BOARD OF COMMISSIONERS



Kate Dean, Chair

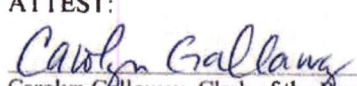


Heidi Eisenhour, Member



Greg Brotherton, Member

ATTEST:



Carolyn Galloway, Clerk of the Board

Date: 8/16/21

Ap  n only:

Philip C. Hunsucker

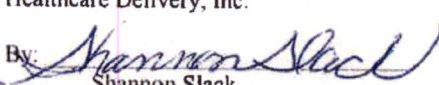
Date: August 8, 2021

Chief Civil Deputy Prosecutor

County Notice Address: Jefferson County Sheriff's Office
81 Elkins Road
Port Hadlock, WA 98339

HDS:

Healthcare Delivery, Inc.

By: 

Shannon Slack

Its: President

Notice Address: 9039 Silverspot Drive SE
Tumwater, WA 98501

EXHIBIT A
Scope of Services:

HDS will provide inmate health care services for the Jefferson County Jail in accordance with applicable standards of the American Medical Association ("AMA"), the State of Washington, and the National Commission on Correctional Health Care. These include, but are not limited to, the following:

1. Twenty-four (24) hour phone triage and consultation by an Advanced Registered Nurse Practitioner or Medical Doctor for a monthly retainer as shown in the Compensation Schedule with unlimited phone access. Response time will generally be within less than five minutes of facility's call; however, due to technological problems with pagers and cell phones on the road, it may be longer than five minutes and response time may be up to 20 minutes. Any medical matter that requires urgent response will be promptly evaluated and managed by phone.

2. Advanced Registered Nurse Practitioner with prescriptive privileges will attend the Jail once each week and use telemedicine once each week, to conduct sick calls for inmates, review all new inmate intake forms and inmate requests (kites), direct appropriate care and "Special Needs Treatment Planning" for chronic health problems, conduct medical history/physical exams as appropriate within NCCHC timeframes, and make referrals as necessary to other providers. This service will be billed for a 10 hour per week minimum as shown in the Compensation Schedule. Hours in excess of 10 hours per week will be billed hourly as shown in the Compensation Schedule with a one hour minimum for scheduled sessions. Unscheduled sessions will be billed a two hour minimum. Services shall also include:

(1) Weekly evaluation and ordering of necessary medical supplies and pharmaceuticals.

(2) Utilization review of all billings.

(3) Training of Jail staff, as recommended by HDS, and authorized by Jail administration.

(4) A monthly schedule of sick call coverage will be supplied to jail administration by the 25th for the previous month. The schedule is subject to approval by jail administration.

3. At least one day per week, and more frequently as necessary, a Psychiatric Advanced Registered Nurse Practitioner will review inmate medical records to direct necessary Mental Health services, prescribe and review necessary psychiatric medications, and prepare Mental Health discharge plans prior to release of inmates with mental health conditions. This service will be billed for a 32 hour per month minimum as shown in the Compensation Schedule. Hours in excess of 32 hours per month will be billed hourly as shown in the Compensation Schedule, with a one hour minimum.

4. A Medical Doctor will visit the Jail at least once each quarter. This service will be billed monthly at the rate of one-twelfth of the annual amount shown on Table C of Exhibit B.

5. HDS will provide an Administrative Registered Nurse who is a Certified Correctional Health Professional, and will provide clerical support, as necessary to administer this Contract and to provide documentation on the adequacy of care. These services will be billed monthly at the rate of one-twelfth of the annual amounts shown on Table C of Exhibit B.

6. Initial set up and implementation of services are included at no additional charge, and include:

(1) Policy and procedure review, update, or development per the National Commission on Correctional Health Care Standards (NCCHC), or WASPC Standards at no additional charge, prior to commencing medical services. This will include a standard intake form and screening protocols in accordance with NCCHC standards to be used by Jail staff to record proper information on medical conditions, mental condition, and use/dependence on drugs and/or alcohol. This section will be reviewed and updated annually with each renewal of the agreement.

(2) Necessary medical chart format review, update, or development at no additional charge.

(3) Offender Health Plan review, update, or development.

(4) Orientation for staff at first scheduled sick call, to include company manual with guidelines for contacting HDS, at no additional charge.

7. As requested, onsite Registered Nurse coverage can be provided, and will be billed hourly as shown in the Compensation Schedule with one hour minimum for scheduled sessions. Unscheduled sessions will be billed a two hour minimum.

8. Once per billing cycle, HDS will provide statistical information on services rendered under this agreement in the format for an excel sheet provided by the county.

9. All inmate grievances/complaints pertaining to medical treatment/services associated with this agreement will be answered in accordance with County policy by HDS. Monthly statistics of all grievances filed (those with and without merit) will be maintained. HDS will implement County recommendations in any disputed grievances.

10. As requested by the Jail administration, HDS can contract negotiation for pharmaceutical services or contract negotiations with outside providers, and provide quality management and administrative support as requested, billed hourly as shown in the Compensation Schedule.

11. HDS will provide documentation of current and future renewals of state licensure, licensure and malpractice insurance as per Contract for all practitioners.

12. Practitioners will provide specialized medical equipment necessary to perform sick call (i.e. stethoscopes, sphygmomanometers; otoscopes, ophthalmoscopes, percussion hammers, etc.).

13. Medical records will be maintained according to "Section 6. Confidential Information" of the Contract, and per policy to assure confidentiality.

14. HDS health providers will promote community health and prevention of communicable disease within the Jefferson County Jail, by providing timely and appropriate health care and education to inmates.

EXHIBT B

AGREEMENT PRICE, AND STAFFING PLAN Year One

Contact Information

Proposers Name:	Healthcare Delivery Systems	Contact Name:	Shannon Slack
Address:	9039 Silverspot Drive SE Tumwater WA 98501	Title:	Owner/President
		Phone Number	(360) 742-6882
		Email:	jsyoung360@gmail.com

1. Personnel Rates:

Table A:

Staff Position/Certification Level/ Title	Rate per hour
Nursing/Registered Nurse/Staff Nurse	\$70.00
Provider/MSN/Advanced Registered Nurse Practitioner	\$125.00
Provider/MSN/Psych Nurse Practitioner	\$125.00
Provider/PHD/Medical Doctor	\$150.00

**EXHIBIT B
(Continued)**

Table B **Staffing**

Staff Position	Staff Schedule	Weekly Hours	Annual Hours	Total Annual cost
Nursing Staff	M, T, W, Th, Fri	25	1,300	\$91,000.00
ARNP	Two days a week	10	520	\$65,000.00
Psych ARNP/ARNP	One day a week	8	416	\$52,000.00
ARNP/RN Phone Coverage	M,T,W,TH,Fri, Sat, Sun	168	8736	\$12,000.00
Total Annual Cost				\$220,000.00

Table C **Administrative Services**

Administrative Services	Total Cost
Medical Director	\$15,600.00
Administrator	\$6,720.00
Clerical	\$3,360.00
Total Annual Cost	\$25,680.00

RFP EXHIBIT B – TOTAL COST

Proposal	
Administrative Cost	\$25,680.00
Annual Personnel Costs	\$220,000.00
Total Annual Cost	\$245,680.00

EXHIBIT C

Jefferson County Jail will provide the following as per Contract terms:

1. A private, secure area with appropriate furniture to perform medical examinations, as well as all necessary medical supplies. All charts, medications and medical supplies will be appropriately secured.
2. Inmate transport to and from the medical area, and security for practitioners while onsite medical care is being delivered.
3. Inmate transport to prescribed outpatient visits for medical, dental, or diagnostic needs.
4. All chart forms, stationery supplies, and copy services needed for onsite medical care.
5. An accurate scale and thermometer capable of frequent use for onsite medical care.