BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2021-108

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN CENTRAL WASHINGTON UNIVERSITY AND KITTITAS COUNTY

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, The County has received a federal grant from Department of Justice (DOJ), Bureau of Justice Assistance (BJA) to develop and implement and evidence-based medication assisted treatment program (MAT Program); and

WHEREAS, Consistent with the University's instructional, scholarship, public service, and research objectives, and consistent with its status as a non-profit, tax-exempt educational institution, the University will provide professional services to the County to assist with the evaluation of this MAT Program; and

WHEREAS, the University to arrange for Assistant Professor Dr. Roger Schaefer, to act as the Program Evaluator of the County's MAT program to perform the duties as described with the Interlocal agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement between Central Washington University and Kittitas County pursuant to the authority granted by Chapter 39.34 RCW.

ADOPTED this 6th day of July 2021.

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Chairman

Vice-Chair

ABSENT
Commissioner

ATTEST: Mandy Buchholz

APPROVED AS TO FORM: #22877
Douglas R. Mitchell, Deputy Prosecuting Attorney

☐ Clerk of the Board- Julie Kjorsvik
☑ Deputy Clerk of the Board- Mandy Buchholz

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
CENTRAL WASHINGTON UNIVERSITY
AND
KITTITAS COUNTY

THIS AGREEMENT is made and entered into by and between Central Washington University, hereinafter referred to as "University" and Kittitas County, hereinafter referred to as "County," pursuant to the authority granted by Chapter 39.34 RCW.

The County has received a federal grant from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) to develop and implement an evidence-based medication assisted treatment program (MAT Program). Consistent with the University's instructional, scholarship, public service, and research objectives, and consistent with its status as a non-profit, tax-exempt, educational institution, the University will provide professional services to the County to assist with the evaluation of this MAT Program.

IT IS THE PURPOSE OF THIS AGREEMENT for the University to arrange for Assistant Professor, Dr. Roger Schaefer, to act as the Program Evaluator of the County's MAT program to perform the duties as described herein.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

As the designated Program Evaluator, Dr. Roger Schaefer shall do all things necessary for or incidental to the performance of the duties of Program Evaluator as set forth in the Scope of Work, Attachment "A", which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on May 15, 2021 and be completed on September 30, 2023 unless terminated sooner or extended, as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39. 34. The parties have determined that the cost of accomplishing the work herein will not exceed $6,250 annually, for a not-to-exceed total of $18,750 over the term of this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates and in accordance with the

following terms, or as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

The University shall submit invoices accompanied by a general ledger report no more often than monthly. Payment to the University for approved and completed work will be made by check by the County within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be co-owned by the University and the County. County acknowledges that data collected during this evaluation may be used by Dr. Schaefer to author peer review publications. All data used for such legitimate academic purposes shall be processed in a manner that completely deidentifies the data and is consistent with the Business Associate Agreement attached hereto as Exhibit "D" and incorporated by reference. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts or omissions and for those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of persons or entities not a party to this Agreement.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

FORCE MAJEURE

Either party may cancel this Agreement without obligation or liability to the other party in the event that it becomes impossible or impracticable for that party to perform its obligations hereunder by reason of force majeure beyond that party's reasonable control, including but not limited to fire, flood, earthquake, pandemic, or other acts of God, war, invasion, hostilities, rebellion, insurrection, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military. In the event of such cancellation, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of Work, Attachment "A";
c. Budget, Attachment "B";
d. Project Narrative, Attachment "C"; and
e. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for University: **Roger Schaefer, Ph.D., Assistant Professor, Law and Justice, Central Washington University, 400 E University Way, Ellensburg WA 98926 (509) 963-3529, Roger.Schaefer@cwu.edu.**

The Program Manager for County: **Edward L. Buntin, Corrections Lieutenant #J30, Kittitas County Sheriff's Office, (509) 962-7527, edward.buntin@co.kittitas.wa.us.**

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Central Washington University

5/18/2021

Signature

Kevin Archer, Dean, College of Graduate Studies & Research

cm 5-18-2021

Kittitas County

Signature

Clayton Myers, Sheriff

RATIFIED this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS

KITTITAS COUNTY, WASHINGTON

Chair

Vice-Chair

ABSENT

Commissioner

COUNTY COMMISSIONERS KITTITAS COUNTY WASHINGTON SEAL

ATTEST:

APPROVED AS TO FORM:

#22977

Douglas R. Mitchell, Deputy Prosecuting Attorney

☐ Clerk of the Board- Julie Kjorsvik

☑ Deputy Clerk of the Board- Mandy Buchholz

Attachment "A" - Scope of Work

The Kittitas County Jail has been awarded grant funds to develop and implement a medication assisted treatment program. The grant narrative outlines specific aspects of the proposed program including the duties of a program evaluator. The grant narrative does not specify an evaluator; however, it does outline what aspects of the program need to be evaluated.

The evaluation parameters are discussed on pages 15 through 18 in the grant narrative, a copy of which is attached hereto as Attachment "C". Below is a summary of the expected evaluator duties and responsibilities.

In accordance to the expectations associated with federal grant monies, the program made possible through BJA funds will be subject to a formal evaluation. The program evaluation will be conducted in a manner that is fully aligned with the standards and best practices utilized by, and within the realm of social science evaluation. Further, the program evaluation will adhere to the guidelines, expectation, and parameters defined by the Central Washington University Institutional Review Board (IRB) and Human Subjects Review Council (HRSC). Per the grant narrative, the evaluation will examine both the process and the outcomes of the MAT program; and will employ a mixed methods research design.

The specific tasks are outlined below:

1) Design and implement an evaluation study that examines the following: Intake assessment and baseline data; treatment progress metrics; implementation procedures and integrity; stakeholder perceptions; correctional outcomes; and challenges and barriers.
2) Communicate with Kittitas County Sheriff's Office, jail and program administrators, treatment providers, custody staff, and BJA facilitators.
3) Submit the necessary applications and engage in the proper review process for approval form the Central Washington University Institutional Review Board (IRB) and Human Subjects Review Council (HSRC). In the event that another IRB/HSRC has granted approval, the proper reciprocity procedures must be followed to ensure that Dr. Schaefer of fully aligned with expectation of Central Washington University.
4) Maintain rigorous ethical, methodological, and scientific standards throughout the entirety of evaluation process – both during and after the completion of the grant funded MAT program.
5) Oversee data collection, acquisition, and analysis. These tasks include but are not limited to survey creation and validation; conducting interviews and focus groups, direct observation, record data analysis, instrumentation (item inclusion), and necessary follow-up.
6) Overseeing/co-authoring a final report based on the analysis of all data collected throughout the program evaluation process. This final report will be submitted as a deliverable to the DOJ/BJA. Co-authors for this report will include but is not limited to Dr. Roger Schaefer (program evaluator); Lieutenant Ed Buntin (grant administrator); Superintendent Steve Panattoni.
7) Upon the completion and submission of the final report, Dr. Schaefer will work with Kittitas County Jail administrators and staff to develop a plan to full utilize the findings of the evaluation – completing the evidence-based cycle.

Attachment "B" - Budget

$4,699	Schaefer salary
$1,551	Schaefer benefits
$6,250	Total Cost per Year

Attachment "C"

Program Narrative: Kittitas County Jail MAT Program

Statement of the Problem

Kittitas County Sheriff's Office requests consideration for funding through the Bureau of Justice Assistance's (BJA) Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) under Category 1, Subcategory 1c as a rural county with a population of fewer than 100,000. If funded, Kittitas County Sheriff's Office proposes to expand and enhance evidence-based medication-assisted treatment (MAT), as well as recovery support services within the Kittitas County Jail. Kittitas County Sheriff's Office serves those incarcerated, which includes American Indians/Alaskan Natives, Veterans, pregnant and post-partum women, and uninsured/underinsured populations. This information will be tracked and reported throughout the process.

Kittitas County Sheriff's Office currently contracts with Whatcom County jail, U.S Immigration and Customs Enforcement (ICE), Washington Department of Corrections (DOC), and the U.S Marshals Service, of whom all house inmates regularly inside our jail. With this grant, Kittitas County Sheriff's Office will procure a contract with a MAT provider in Washington state. Due to shortage of treatment providers in Kittitas County and the number of inmates housed under contract, Kittitas County Sheriff's Office is seeking a MAT partner that can provide services within the jail, the county, and major cities across the state of Washington. A partner with an extensive reach will ensure a smooth transition from jail MAT to community treatment regardless of the inmate's home location.

Kittitas County Sheriff's Office currently participates in the state of Washington's Division of Behavioral Health and Recovery (DBHR) Hub and Spoke Project. The Hub and

Spoke model connect a network of community providers around a central hub, currently located in Yakima, Washington, offering a MAT component to all patients seeking treatment. Kittitas County Jail participates in this program as a Spoke, providing treatment referrals to the state-funded Hub entity. While participation in this program has created an avenue for access where one did not previously exist the Hub entity can only provide minimal services in the Jail on a part-time basis. Currently the program serves approximately 12-19 inmates on a part-time basis, but a full-time program is needed to adequately address the needs of the estimated 30% of inmates (28+ inmates based on the average daily population) in need of treatment. A full-time Nurse Care Manager (NCM) and peer support specialist on-site would allow for adequate coverage of MAT treatment, care coordination, and community referrals to support services.

Kittitas County Jail is located in Ellensburg, Washington. As of July 2019, Kittitas County has an estimated population of 47,935[1]. A comparison of demographics between our larger community and the jail population we intend to serve is illustrated in the Table 1 below.

Table 1. Kittitas County and Jail Population Demographics

	County Population	**Jail Average Daily Population**
Total	47,935	95
White non-Hispanic	83.8%	69.82%
Hispanic or Latino	8.9%	17.59%
Asian	2.3%	0.39%
African American	1.2%	3.85%
American Indian	1.3%	1.69%

[1] U.S Census Bureau. (2018). Quickfacts: Kittitas County. In *U.S Census Bureau* . Retrieved from https://www.census.gov/quickfacts/fact/table/kittitascountywashington/BZA010217

In Kittitas County injury and poisoning are among the leading causes of hospitalization among adults ages 25-64, not including hospitalizations for pregnancy and childbirth. These rates are concerning as they are all significantly higher than the state rates[2]. Drug overdose deaths are a largely preventable cause of premature death in a population. Prescription drug abuse-particularly opiates-has reached epidemic levels within the United States.[3] The indicator for drug misuse in a population is the number of drug poisoning deaths per 100,000 population. There were 11 total deaths due to drug overdose in Kittitas County (combined years 2014-16) including all prescription and intravenous drug use.[4] The mortality rate due to all drug overdoses is 8 per 100,000. In 2016, the mortality rate for opiate overdose is less than 1.6 per 100,000.[5] Kittitas County has the fifth lowest rate of death due to drug poisoning in the state[6]. While the county appears to be addressing the opioid epidemic successfully, it is important to note that incarcerated individuals are disproportionately affected by substance use disorder compared to the general population. At point of intake, over 30% of newly incarcerated individuals reported experiencing a substance use disorder to a corrections department staff member. The actual representation may be higher when disclosure is moved to a medical setting.

Program-specific Priority Area - A lack of accessibility to treatment providers and facilities

[2] Washington State Department of Health, Center for Health Statistics. WA Hospital Discharge Data, Comprehensive Hospitalization Abstract Reporting System (CHARS) 1987-2015. Community Health Assessment Tool (CHAT), August, 2016.
[3] Centers for Disease Control and Prevention. Increases in drug and opioid overdose deaths - United States, 2000-2014. Morbidity and Mortality Weekly Report (MMWR) 64(50) (Centers for Disease Control and Prevention), 2016: 1378-82. Available at: https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6450a3.htm (Accessed February 3, 2018)
[4] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).
[5] Washington State Department of Health, Center for Health Statistics. Washington State Drug Overdose Quarterly Report: Drug Overdose Deaths 2017 First Three Quarters and 2016 Maps. Community Health Assessment Tool (CHAT), February 12, 2018. (Accessed March 31, 2018)
[6] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).

Kittitas County is currently experiencing a shortage of providers for primary, mental, and dental healthcare. The ratio of Kittitas County residents to primary care physicians is 1570:1. This is higher than the state's ratio of 1190:1. [7] The ratio of residents to mental health providers is 710:1. That is more than twice as many residents per mental health provider as the state ratio of 360:1. [8]The ratio of residents to dentists is 2,700:1. Again, this is nearly twice the state ratio of 1250:1. [9]

Due to the shortage of primary and mental health care providers, residents are unable to receive the necessary medical attention to treat substance abuse disorders. According to the NIH, individuals who use illicit drugs are more likely to commit crimes, and it is common for many offenses, including violent crimes, to be committed by individuals who had used drugs or alcohol prior to committing the crime, or who were using at the time of the offense.[10] Once in the Kittitas County Jail, due to limited budgets and staff, unfortunately inmates can only receive minimum care for their addictions. To address the provider shortage and other rural challenges Kittitas County Sheriff's Office proposes to expand and enhance evidence-based treatment as well as recovery support services within the Kittitas County Jail and it has been determined to a contractor should be used to deliver services to best serve the inmates at Kittitas County Jail. By identifying a provider group that can provide both jail full-time on-site MAT services and establish a local presence the proposed project will impact the inmates upon release and the greater community.

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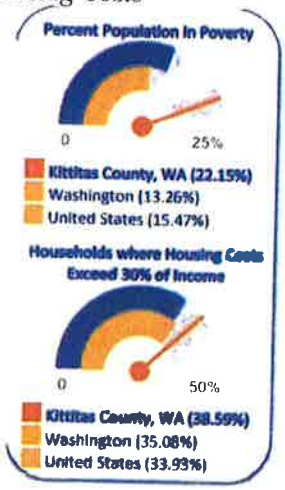
[7] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).
[8] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).
[9] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).
10 NIDA. (2014, April 18). Principles of Drug Abuse Treatment for Criminal Justice Populations - A Research-Based Guide. Retrieved from https://www.drugabuse.gov/publications/principles-drug-abuse-treatment-criminal-justice-populations-research-based-guide on 2020, May 17

OJP Policy Priority Areas - Poverty, Rural Community, and Qualified Opportunity Zones

Kittitas County ranked second worst in the state for income inequality. [11] The US Census Bureau determines who is in poverty by comparing a set of money income thresholds (lowest amount of income an individual can survive on) to overall family size and composition.

Figure 1. Kittitas County Poverty & Housing Costs[12]



This measure does not vary by geographic area but is adjusted for inflation. In Kittitas County, 22% of residents are living in household with income below the federal poverty line.[13] In Kittitas County, approximately 39% of households have housing costs that amount to over 30% percent of the household's income. Kittitas County ranks third worst in the state for this measure.[14]

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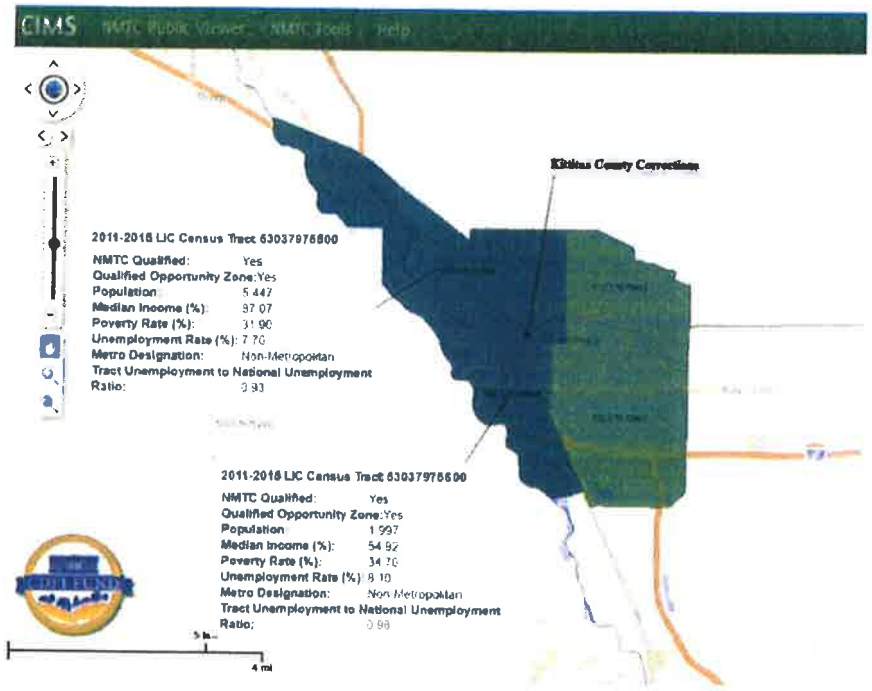
[11] University of Wisconsin Population Health Institute. County Health Rankings and Roadmaps. 2018. Available at:http://www.countyhealthrankings.org/app/washington/2018/rankings/kittitas/county/factors/overall/snap shot (Accessed January 22, 2018).
[12] Kittitas County Public Health Department. (2018, April). The Health of Kittitas County A profile of health, well-being and quality of life in our community. In *Kittitas County*. Retrieved from https://www.co.kittitas.wa.us/health/reports
[13] Community Commons. Community Health Indicator Report. www.communitycommons.org. 2018. Available at: https://assessment.communitycommons.org/CHNA/SelectArea.aspx?reporttype=libraryCHNA
[14] Community Commons. Community Health Indicator Report. www.communitycommons.org. 2018. Available at: https://assessment.communitycommons.org/CHNA/SelectArea.aspx?reporttype=libraryCHNA

The Kittitas County is a designated rural as defined by the Federal Office of Rural Health Policy and considered outside an urbanized area as defined by CMS – Rural Health Clinics Program[15]. Figure 2 below displays the location of Kittitas County Jail in relation to the county's two census tract Qualified Opportunity Zones (53037975500 and 53037975600)[16].

Figure 2. Kittitas County – Qualified Opportunity Zones
Retrieved from: CDFI Information Mapping System[17]



Due to shortage of treatment providers in Kittitas County and the number of inmates housed under contract, Kittitas County Sheriff's Office is seeking a MAT partner that can provide services within the jail, the county, and major cities across the state of Washington. A partner with a commitment to serving the Ellensburg, WA area and an extensive reach will ensure a smooth transition from the Jail MAT Program to community treatment regardless of the

[15] Am I Rural? – Report. (2020, April 24). In *Rural Health Information Hub (RHIhub)*. Retrieved from https://www.ruralhealthinfo.org/am-i-rural/report?lat=46.99713&lng=-120.54940&addr=205%20W%205th%20Ave%2C%20Ellensburg%2C%20WA%2098926&exact=1
[16] Internal Revenue Service. (2018, July 9). Designated Qualified Opportunity Zones under Internal Revenue Code § 1400Z-2 Notice 2018–48. In *IRS*. Retrieved from https://www.irs.gov/pub/irs-drop/n-18-48.pdf
[17] Community Development Financial Institutions Fund. Retrieved April 24, 2020, from https://www.cims.cdfifund.gov/preparation/?config=config_nmtc.xml

inmate's home location. This commitment to increasing MAT access to the greater community, in addition to the inmates at the Kittitas County Jail, will impact both of Kittitas County's Qualified Opportunity Zones.

Drug treatment has been shown to be both less expensive and more effective at reducing recidivism, drug abuse, and crime compared to prison[18]. Dr. Nora D Volkow, the director of the National Institute on Drug Abuse, stated "Detox alone in jail or prison is not treatment. Without proven treatment and therapeutic follow-up in a community setting, addicted offenders are at a high risk of relapse despite a long period of forced sobriety."[19] By instituting evidence-based treatment in the jail setting, along with a clear path for care coordination post-release, the proposed program should have a positive impact on the public safety[20] of the area surrounding the Kittitas County Jail.

Program Design and Implementation

With the size and complexity of the Kittitas County Jail in mind, as well as best practice guidelines published by SAMHSA and other organizations for cutting operational costs in jails related to inmates going through withdrawal, reducing overdose rates post-release, and lowering the rate of recidivism the following minimum qualifications will be used to identify a partner to provide onsite medication-assisted treatment for inmates with substance use disorder. The Kittitas County Jail has researched available MAT organization and reviewed programs offered in other jail programs in the State of Washington. The Kittitas County Jail is confident an organization with all minimum qualifications can be procured for this project.

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[18] National Admissions to Substance Abuse Treatment Services, 2005. Treatment Episode Data Set (TEDS) Highlights-2005; Harrison, Paige M., and Allen J. Beck. 2006. Prisoners in 2005. Washington, DC: Bureau of Justice Statistics

[19] National Institute on Drug Abuse. NIDA announces recommendations to treat drug abusers, save money, and reduce crime. Press release July 24, 2006. Online at: http://drugabuse.gov/newsroom/06/NR7-24.html

[20] Natarajan, Nila, et al. "Substance Abuse Treatment and Public Safety." Justice Policy Institute . , Jan. 2008, www.justicepolicy.org/images/upload/08_01_rep_drugtx_ac-ps.pdf.

Minimum Qualifications:

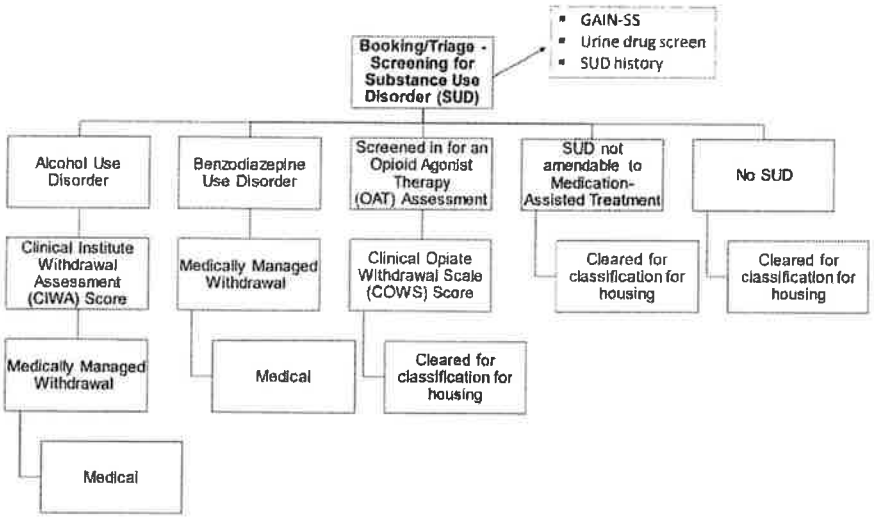
- 5+ years providing MAT to patients in an Office Based Opioid Treatment (OBOT) setting.
- Staff experience with correctional medicine and correctional healthcare partners.
- 1+ year of experience providing MAT to inmates in correctional facilities.
- Experience providing 24/7 on call consultation to jails and medical oversight to providers, nurses, and medical assistants conducting MAT related activities inside of the jail.
- Ability to accept new patients at outpatient clinics within 72 hours of release.
- A currently established or commitment to establish an outpatient clinic in Ellensburg, WA.
- Presumptive and definitive internal laboratory operations to rapidly diagnose and treat opioid use disorder (OUD), alcohol use disorder (AUD), mental health disorders, Hepatitis C, and sexually transmitted infections (STI).
- Accepts Medicaid, Medicare, and private insurance in addition to self-pay at clinics.
- Must have significant X-DEA/Buprenorphine Waiver capacity.
- Evidence of corporate financial stability and experience with rapid operational expansion.
- Actively networked with community-based organizations state-wide.

Screening

Current Kittitas County Sheriff's Office staff collect urine samples from individuals entering the jail per standard intake protocol. Currently inmates are referred to the Hub and Spoke treatment as resources allow. Under the proposed project, all inmates will be screened for a possible OUD concern would be referred to the MAT partner organization. The MAT partner organization staff will begin with a general assessment for all substance use disorders (SUDs) utilizing NIDA validated screening tools (NIDA quick screen, NIDA Modified ASSIST). If

opioids are a primary substance of abuse, both the DSM 5 Criteria for the Diagnosis of Opioid Use Disorder and the Clinical Opioid Withdrawal Scale will be utilized. Assessment for other SUDs and withdrawals will also occur during initial screening. For example, if alcohol is identified as a substance of abuse, the DSM 5 Criteria for the Diagnosis of Alcohol Use Disorder and the Clinical Institute Withdrawal Assessment for Alcohol will be used. A combination of screening/assessment instruments as well as the individual characteristics of each patient will be used to identify appropriate and willing candidates for MAT. The screening flow is demonstrated in Figure 3 below.

Figure 3. Inmate flow



While local MAT program medication options may include buprenorphine HCL, Naltrexone HCL, and Vivitrol IM, the Jail MAT program will only offer Buprenorphine HCL at this time.

Onsite Services

Intake: A full-time onsite Nurse Care Manager (NCM) will assist each inmate who has been pre-screened using an evidence-based screening tool provided by the MAT partner organization, and identified as a candidate for MAT by the jail correctional or medical staff, to complete new

patient paperwork. Forms include a Consent to Treat and a Consent to Release Information, allowing patient data to be shared between the jail and the MAT partner organization.

Induction: A licensed, X-DEA waivered provider and NCM will operate from inside the jail to conduct a medical exam of each inmate who has completed the new patient paperwork. If the provider diagnoses the inmate with substance use disorder and confirms the inmate is a candidate for MAT, the provider will prescribe an appropriate dose of medication and the NCM will handle documentation, registration, and induction dosing. In addition to inducting new patients, the provider will review patient charts weekly and refill or adjust prescriptions as appropriate.

Dosing: The NCM will prepare medication doses, administer balloon dosing (3 times per week) or daily dosing if medically appropriate, directly to all inmates on the MAT program, and maintain accurate electronic medical record (EMR) documentation. The dosing schedule will be determined by command staff in collaboration with the MAT partner organization during the implementation planning phase.

Care Coordination: The Peer Support Specialist will coordinate scheduling of ongoing care for inmates at the MAT partner organization's local clinic, starting immediately post-release. Care coordination includes appointment scheduling, documentation, financial counseling, referrals to services, and communication with the patient to ensure smooth transition from onsite services to outpatient services.

Staff Training: The MAT partner organization will deliver initial and refresher training to all command and corrections staff on opioid use disorder, withdrawal symptoms, medication information, dosing protocols, and the role of behavioral counseling. Scheduling and the final content of training seminars will be determined by command staff during the implementation

planning phase. Medical staff will be on call for phone-based clinical consultation as needed for any questions or issues related to MAT that come up after hours for medical or correctional staff.

Post-Release Coordination and Services

MAT partner organization prescribing staff and the NCM will meet with individuals currently incarcerated and establish a provider/patient relationship. Once the individual is released from jail, he/she will have had their first appointment or will attend their first appointment, scheduled with the MAT partner organization. If there is any time lapse between release and appointment, the individual will receive reminder call.

An appointment will be already scheduled at the MAT partner organization in Ellensburg and transportation waiting for these individuals, as needed, upon release from custody. The MAT partner organization will also aid in the application process for insurance for the uninsured so that care and the individual's medication can be paid for after their release from the Kittitas County Jail. The MAT partner organization will need to ensure flexibility in their scheduling as well and will be able to accommodate changes in release dates.

Ongoing medication-assisted treatment and appropriate lab testing with a licensed addiction medicine provider and medical staff at the MAT partner organization's Ellensburg clinic location. Addiction to all substances, including opioids, methamphetamines, alcohol, marijuana, and tobacco is treated along with prescribing of medications where appropriate, including Suboxone® / buprenorphine, Vivitrol® / naltrexone, disulfiram, acamprosate, gabapentin, carbamazepine, and pregabalin. Costs are to be covered by insurance, including Medicaid.

42 CFR part 2 Compliant

Kittitas County Sheriff's Office has developed 42 CFR part 2 compliant consent forms that encompass all requirements set forth by the Legal Information Institute and the Legal Action Center. All staff are fully trained in the utilization of consent forms prior to start of work. Ongoing training is provided annually, or sooner, as rules change. The elements of each consent are fully understood. We utilize two types of consent forms: Consent to Treat and Consent to Release Information. Each consent form has the Prohibition on Redisclosure statement. All participants will be fully informed of their right to sign, revoke, and/or limit the consent form. These forms will be maintained within participant file and date/event of expiration will be monitored. The initiating site will maintain the original consent form and a copy will be provided to the referent. No participant information will be disclosed without a valid consent form being completed, unless otherwise allowed by law (medical emergency, mandatory duty to report, etc.).

Under 42 CFR Part 2, Subparts 34 and 35 disclosures may also be made to other correctional facilities and to judicial agencies when participation in a program is a condition of their release or parole. All elements of these subparts will be followed and documented within the participant file.

Capabilities and Competencies

Our initial concerns focus primarily on being able to appropriately staff the jail with qualified and culturally informed personnel. A MAT partner organization will need to have developed a list of appropriate candidates for the positions needed with the ability to have a full staff no later than 12/01/2020 and will be able to provide services by 12/31/2020.

Kittitas County Sheriff's Office will seek a MAT partner organization that consists of medical providers carrying certifications in Addiction and Emergency Medicine, Internal,

OB/GYN, and Family Medicine, among other specialties. The potential MAT partner organization will also need to employ social workers, caseworkers, counselors, and mental health practitioners. This diverse staff will lead to a holistic approach driving positive outcomes, including family stability, stable housing, improved overall health, and reduced rates of recidivism.

Kittitas County Sheriff's Office Project Lead:

Kittitas County Sheriff's Office has identified Lieutenant Edward Buntin as the Project Lead. Lieutenant Buntin will oversee the budget, project contracts, correctional staff, and other grant duties. As project lead, Lieutenant Buntin will work closely as the point of contact with Kittitas County leadership, BJA grant staff, MAT partner organization, and his local community to make sure the scope and direction of the project is completed.

Lieutenant Buntin was hired with the Sheriff's Office in January 2005. He has worked as a Control Room Operator, Corrections Officer, Corporal, Sergeant and has been the Lieutenant since 2015. Lieutenant Buntin graduated from the Washington State Corrections Officer Academy in 2005 and continues to attend regular education events and in 2018 received a Middle Management Certification from the Washington State Criminal Justice Training Center.

Lieutenant Buntin is responsible for the planning, organization, and directing of the activities for corrections staff to insure the lawful and proper care of inmates. In his duties, Lieutenant Buntin maintains effective working relationships with administrative personnel, public agencies, and the general public to accomplish work under the guidance of State and Federal laws and regulations, Sheriff's Office and County polices, regulations and procedures. Other duties include inventory control, training for staff, overseeing civilian law enforcement clerks, volunteer (Ministry, Narcotics Anonymous, Alcoholics Anonymous, etc.) programs,

civilian cooks, performance evaluations, disciplinary actions and performances, policy, purchasing, complaints, grants, and more.

Program Evaluator

The Program Evaluator is responsible for managing all program evaluation activities and serves as the liaison to BJA project evaluators. The Program Evaluator will work with the Kittitas County Sheriff's Office Project Lead and the MAT partner organization Program Coordinator to develop, implement, and oversee the BJA program evaluation.

Program Coordinator (MAT Partner Organization):

The Program Coordinator will serve as an administrative professional specialized in managing, coordinating, implementing, and evaluating the MAT Partner Organization's medical services. Responsibilities will include, but are not limited to, ensuring implementation of policies and practices, facilitating positive relations within the grant program team and external parties, providing relevant project information updates, communicating between Kittitas County Sheriff's Office and the MAT Partner Organization, and creating presentations, summaries, and reports to ensure communication and program transparency for stakeholders.

Medical Staff (MAT Partner Organization)

Mid-Level Provider

A provider with one of the following credentials: medical doctor (MD/DO), physician assistant (PA-Cs), or nurse practitioners (ARNP, CRNP). The provider will need to have received up to 24 hours of training and received their DEA waiver to prescribe buprenorphine. Established connections with agencies, such as the American Society of Addiction Medicine

(ASAM), and continued education regarding the most up-to-date, evidence-base treatment available is preferred.

Nurse Care Manager (NCM)

The NCM's responsibility will be to overseeing health, wellness, and medical processes for patients undergoing treatment at the Kittitas County Jail. The NCM will also provide screening, triage, crisis intervention, medical services, case coordination, and education and referral services. The NCM shall utilize best practices to engage and help motivate patients to commit to treatment and to assist patients to identify and problem-solve individual and systemic barriers to treatment.

Peer Support Specialist

The Peer Support Specialist will provide support for those who are going through treatment or are new to recovery utilizing their life experiences and recovery. The Peer Support Specialist will interface with patients individually and with the members' care team. The Peer Support Specialist will work patients to prepare for their transition into the community including, but not limited to, coordinating transportation, providing referrals to community organizations, scheduling treatment follow-up, and applying for health insurance.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

Kittitas County Sheriff's Office believes strong program evaluation can help identify the best investments as well as determine how to establish and sustain them as evidence-based best practice. Due to this commitment to the utilization of evidence-based practice, Kittitas County Sheriff's Office is proposing the inclusion of a formal program evaluation.

The Program Evaluator would be in continuous contact with all providers to gather the required information including completing surveys. Open lines of communication are to be established between the jail site, the MAT off-site clinic, and federal program staff to ensure appropriate steps are being taken to conduct evaluation.

Evaluation Development [21]

The Program Evaluator will work with all program partners to ensure communication and completion of evaluation components. Figure 4 displays an overview for the development of the program's evaluation plan, while Figure 5 highlights the standards to be used during the development.

Figure 4. Steps to Evaluation Development

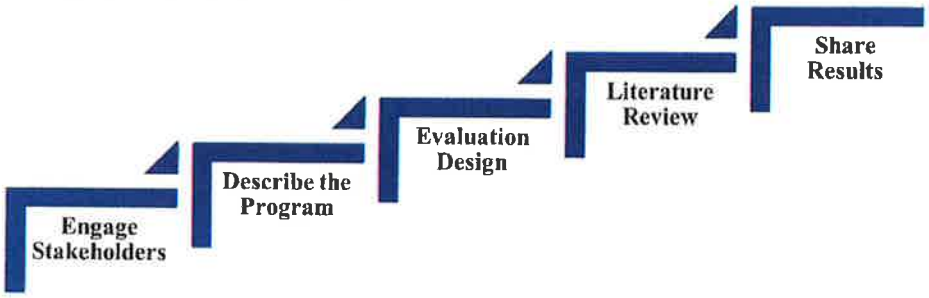
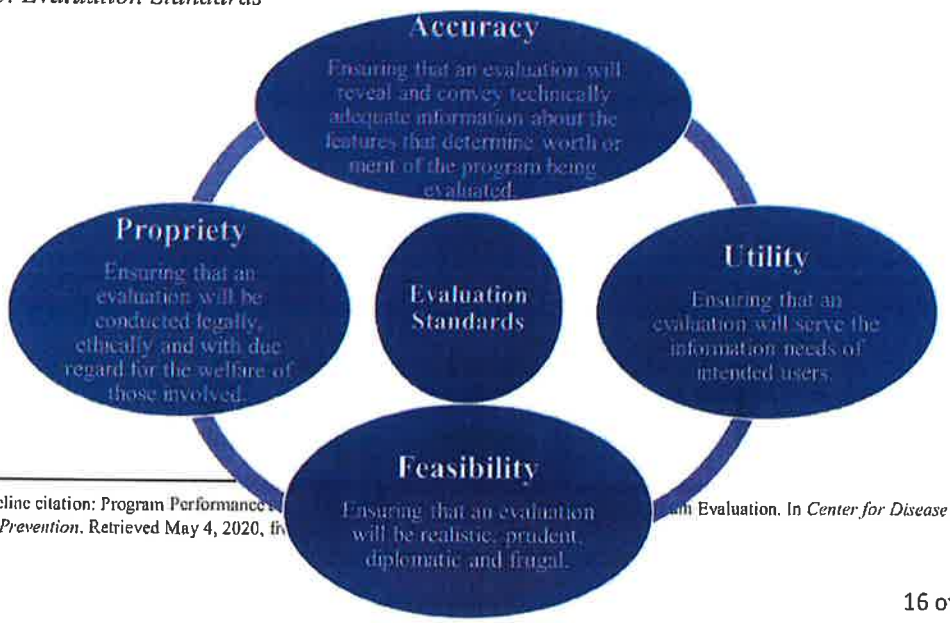


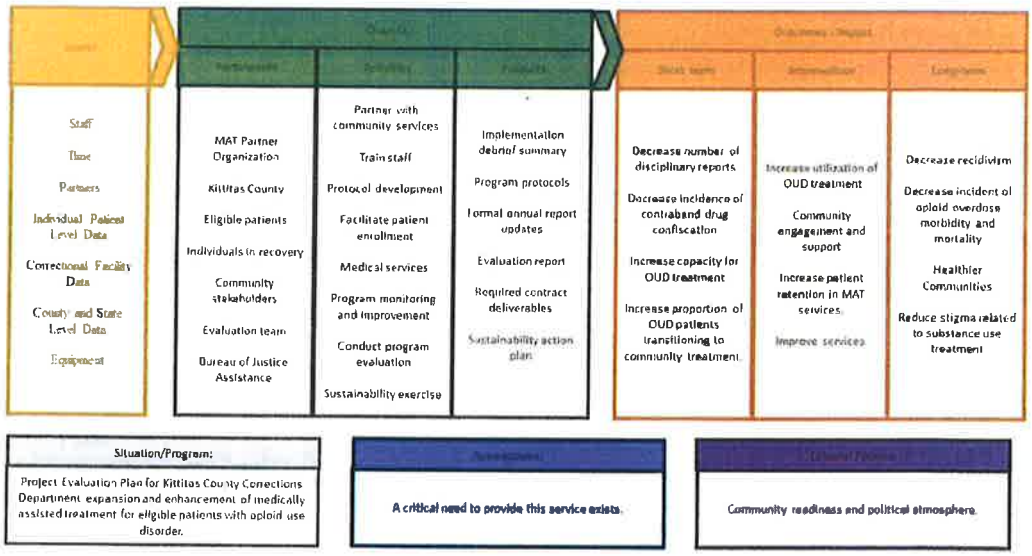
Figure 5. Evaluation Standards



[21] CDC guideline citation: Program Performance ... Evaluation. In *Center for Disease Control and Prevention*. Retrieved May 4, 2020, fr...

The evaluation of this program will involve a mixed method approach consisting of participant interviews, MAT retention rates, and process metrics. The main themes of the evaluation will focus on the impact to program participants and Kittitas County's treatment and recovery population. The logic model below, Figure 6, displays the relationship of the program's resources, participants, activities, anticipated products along with the programs intended effects highlighted in the short term, intermediate, and long-term outcomes/impacts portion.

Figure 6. Evaluation Logic Model



During the first month of the contract period, the Program Evaluator will collaborate with the Kittitas County Sheriff's Office and BJA program staff to develop a formal evaluation protocol. The formal evaluation protocol will define metrics and methodology of data collection. Potential data collection tools include, but are not limited to:

1. Kittitas County Correctional Data

2. Treatment Information
3. Survey tool to assess the quality of treatment and self-reported changes in OUD knowledge, confidence, and readiness for transition into the community.
4. Community transition and treatment retention rates.
5. Process notes such as annual summary reports, quarterly program monitoring meeting notes, or contract deliverables to identify the successes and challenges of delivering the program along with opportunities for improvement.

The Program Evaluation will communicate information regarding all aspects of the program evaluation to staff to ensure clear expectations for the final program evaluation report. The Program Evaluator will provide Kittitas County Sheriff's Office, the MAT partner, and BJA staff with ample opportunity to provide insight and feedback to the report's methodology, format, and focus.

Data Collection

The NCM and Peer Support Specialist will complete the intake assessment to establish baseline data. Periodic benchmark data collection, via interviews or surveys, will be conducted if all required data cannot be collected from partners. Table 2 provides a potential outline for evaluation metrics and data collection.

Table 2. Potential Data Collection

Potential Program Metrics
• Percent of individuals screened for OUD • Percent of Individuals diagnosed with OUD • Percent of Individuals offered MAT • Percent of Individuals who initiate MAT • Average Length of Stay • Percent of individuals who remain on MAT at the time of release to the community • Percent of Individuals who have an appointment scheduled with a community MAT provider when released • Percent of Buprenorphine recipients given a bridging supply or prescription.

- Percent of individuals insured at the time of release.
- Decrease number of disciplinary reports
- Decrease incidence of contraband drug confiscation

Individual Level Data		
Data Element	**Description**	**Source**
Detention Type	Pre-trial, sentenced	Kittitas County Jail
Demographics	Age, gender, race/ethnicity	Kittitas County Jail
Date of detention Entry	mm/dd/yyyy	Kittitas County Jail
Result of OUD Screening	positive/negative	Kittitas County Jail
Result of OUD Assessment	OUD diagnosis yes/no	MAT Partner Organization
Result of MAT Assessment	MAT recommended (yes/no)	MAT Partner Organization
Receiving MAT at time of arrest	yes/no and type of MAT	MAT Partner Organization
Date initiated MAT	mm/dd/yyyy	MAT Partner Organization
Form of MAT initiated	Methadone, buprenorphine/naloxone, buprenorphine, XR-NTX	MAT Partner Organization
Dose of MAT at time of discharge from treatment or detention release	Methadone (mg)/buprenorphine/naloxone (mg)	MAT Partner Organization
Date of discharge from treatment	mm/dd/yyyy	MAT Partner Organization
Reason for discharge from treatment	Released from incarceration/facility transfer/patient request/medically advised (describe)/non-medically advised/death (cause)/other (describe)	MAT Partner Organization
Date of detention release	mm/dd/yyyy	Kittitas County Jail
Location to which released	Other correctional facility/community	Kittitas County Jail
Legal status at release	Pretrial/post-trial	Kittitas County Jail
If released to community, form of release	Pretrial: bond/citation, post-trial: "time served"/charges dismissed	Kittitas County Jail
Referral to community MAT provider made prior to release	yes/no	MAT Partner Organization
Appointment with community MAT provider made prior to release	Yes (mm/dd/yyyy)/no	MAT Partner Organization
Insurance Status at the time of Release	Medicaid/Medicaid eligible and uninsured privately insured/Medicare/Medicaid ineligible and uninsured	MAT Partner Organization

Date seen by community MAT provider	mm/dd/yyyy	MAT Partner Organization
Date first post-release MAT prescription filled.	mm/dd/yyyy	MAT Partner Organization
Correctional system level data ***(Measured among entire correctional facility population during identified time period)***		
Data Element	**Description**	**Source**
Deaths due to suicide	#	Kittitas County Jail
Deaths due to opioid overdose	#	Kittitas County Jail
Incidence of contraband drugs confiscated within facility	Non-prescribed buprenorphine/illicit opioids/all illicit drugs	Kittitas County Jail
Assaults	# assaults on staff/inmates/visitors	Kittitas County Jail
Disciplinary reports	#, type	Kittitas County Jail
Annual Recidivism rate	Rate of people who are released and re-offend within a given year, by type of re-offense (new offense/parole violation)	Kittitas County Jail
Community level data ***(Measured among correctional facility catchment area over the identified time period)***		
Data Element	**Description**	**Source**
Annual deaths due to opioid overdose among total population	# deaths, by gender	State and Local Public Health
Annual deaths due to opioid overdose among individuals released from correctional setting within 12 months	# total post-release overdose deaths/post-release MAT participant deaths	State and Local Public Health

BUSINESS ASSOCIATE ADDENDUM
EXHIBIT "D" TO THE CONTRACT TO WHICH IT IS ATTACHED

This Addendum is incorporated into the contract to which this document is attached between Kittitas County Washington on behalf of the Office or Department thereof ("Covered Entity") and the other party or parties thereto ("Business Associate"). The singular shall include the plural and the plural the singular as required by the context.

The Business Associate acknowledges and agrees that Protected Health Information (PHI) in any format, including electronic PHI (ePHI), can be used, shared, created, retained or transferred only within the parameters of this document and the Department of Health and Human Services Privacy Regulations, Code of Federal Regulations, ("CFR"), Title 45, Sections 160 and 164, or as required by law.

CFR Title 45, Sections 160 and 164 and any applicable Washington statutory law ("RCW") or Administrative Code ("WAC") provision (Federal and State statutory or regulatory standards applicable to this addendum are collectively referred to as "law") are by way of reference, an integral part of this Addendum as if incorporated in full. Business Associate is charged with the knowledge of and agrees to abide by the terms and conditions of law. To the extent that any applicable provision of RCW or WAC provides for or mandates any standard differing from those of Federal law, the standard more restrictive of disclosure shall control subject to federal preemption; this applies throughout this Addendum without regard to any further explicit reference to RCW or WAC provisions.

This Addendum is effective upon signing of this attachment or the contract to which it is attached, whichever is prior in time.

I. PURPOSE

The Covered Entity needs to make available and/or disclose to the Business Associate certain PHI for management, administration, and legal responsibilities during the normal course of business between the parties as referenced in the contract or other agreement to which this document is attached and incorporated by reference. This document is intended to define and incorporate but not limit the obligations of the Business Associate with regard to its use and protection of that PHI.

II. RESPONSIBILITIES OF BUSINESS ASSOCIATE

The Business Associate hereby agrees to do the following:

A. Use and Disclosure: Use and/or disclose PHI only as permitted or required by this Addendum, Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, 2009 HR 1) ("HITECH"). The Business Associate shall use and disclose PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR §164.504(e) or other law. The Business Associate is directly responsible for full

compliance with the privacy provisions of law that apply to the Business Associate to the same extent as the Covered Entity.

B. Security: Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by law. The Business Associate is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the Covered Entity.

C. Improper Disclosures: Report all unauthorized or otherwise improper disclosures of PHI, or security incident, to the Covered Entity within two (2) days of the Business Associate's knowledge of such event.

D. Notice of Breach: Within two (2) business days of the discovery of a breach as defined at 45 CFR §164.402 notify the Covered Entity of any breach of unsecured PHI. Notification shall by the most rapid means reasonably possible, such as telephonic notice made directly to an appropriate person within the covered entity and not including a voice mail or similar message. Written notification shall follow within that two (2) period by fax and be confirmed by direct contact with the intended recipient, and include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the Covered Entity pursuant to 45 CFR §164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR §164.410. The information shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity.

E. Mitigation: Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the law.

F. Agents: Ensure that any agent, including all of its employees, representatives, and subcontractors, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and

conditions that apply through this Addendum to Business Associate with respect to such information.

G. Right of Access:

1. From time to time upon reasonable advance notice, or upon a reasonable determination by Covered Entity that Business Associate has potentially or actually breached this Addendum, make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Department of Health and Human Services, for the purpose of determining compliance with HIPAA, HITECH, and/or this Addendum.

2. From time to time upon reasonable advance notice, or upon a reasonable determination by Covered Entity that Business Associate has potentially or actually breached this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528, or to permit Covered Entity to respond to a request by an Individual for access to PHI in accordance with 45 CFR §164.524.

H. Documentation of Disclosures: Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 CFR § 164.528, Business Associate agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of PHI that have been made by the Business Associate acting on behalf of the Covered Entity. The accounting shall be provided by the Business Associate to the Covered Entity or to the individual, as directed by the Covered Entity.

I. Amendments: Make any amendments to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity, within five (5) business days of written request by Covered Entity.

J. Other: To the extent the Business Associate is to carry out one or more of the covered entities obligations under Subpart E of 45 CFR 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Except as otherwise limited in this Addendum or by law, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The Business Associate shall limit its use and disclosure of, and requests for, PHI to the minimum necessary as determined in accordance with 42 U.S.C. § 17935(b)(1),

B. Except as otherwise limited in this Addendum or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504.(e)(2)(i)(B).

IV. TERM AND TERMINATION

A. Term: This Addendum shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties

B. Termination for Cause: Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum if Business Associate does not cure the breach or end the violation within five (5) business days of receipt of written notice by the Covered Entity, or immediately terminate this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible.

C. Other Termination: This Addendum may be terminated by Covered Entity without cause upon thirty (30) days prior written notice to the other party, which notice shall specify the date of termination.

D. Effect of Termination: Except as provided in paragraph B. of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Destruction must be by means that meet or exceed the standards of law.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate must provide written notice of the conditions that make return or destruction not feasible; if Covered Entity does not concur in that assessment, Business Associate shall return or destroy the PHI within five (5) business days.

V. MISCELLANEOUS

A. Defense and Indemnification: Business Associate shall defend, indemnify and hold harmless Covered Entity from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any nature whatsoever, including without limitation attorneys' fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Addendum by Business Associate, its employees, officers, agents, or sub-contractors. This provision

is supplemental to and to be interpreted and applied in a manner consistent with, any indemnification provision of the agreement to which this Addendum is attached.

B. Reimbursement for Costs Incurred Due to Breach: Business Associate shall reimburse Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate, including mitigation.

C. Regulatory References: A reference in this Addendum to a Section in the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 means the Section as in effect or as amended, and for which compliance is required.

D. Amendment: Changes in the law are automatically incorporated herein without need for explicit amendment. The Parties agree this this Addendum may be amended from time to time if otherwise necessary for Covered Entity to comply with the requirements of the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 and other provisions of law.

E. Notices: Whenever Covered Entity or Business Associate is required to give notice to the other party, notice shall be in writing, posted in the US Mail, and deemed delivered after three (3) business days except as described in II. D., above.

F. Survival: The obligations of the Business Associate shall survive the termination of this Addendum.

G. Interpretation: Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 and other provisions of law. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Addendum is superseded by the terms of this Addendum to the extent necessary for the parties' compliance with HIPAA.

Kittitas County
Review Form
Grants & Contract Agreement

Today's Date June 16, 2021	Agenda Date July 6,2021
Fund/Department 30 / Sheriff	

Contract/Grant Information

Contract /Grant Agency: Interlocal Agreement Between Kittitas County and Central Washington University
Period Begin Date: 05/15/2021 — Period End Date: 09/30/2023
Total Grant/Contract Amount: Total amount through 9/30/23 will be $18,750 split between the 3 years. 2021 pro-rated. 2021 amount: $3,125; 2022 amount: $6,250; 2023 amount: $6,250
Grant/Contract Number: SH21-018
Contract/Grant Summary: The County has received a federal grant from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) to develop and implement an evidence-based medication assisted treatment program (MAT Program). Consistent with the University's objectives, and consistent with its status as a non-profit, tax-exempt, educational institution, the University will provide professional services to the County to assist with the evaluation of this MAT Program. As the designated Program Evaluator, Dr. Roger Schaefer shall design and implement an evaluation study that examines intake assessment and baseline data, treatment progress metrics, implementation procedures and integrity; communicate with Kittitas County Sheriff's Office and all entities involved with the MAT program; submit the necessary applications and engage in the proper review process for approval form the Central Washington University Institutional Review Board and Human Subjects Review Council; maintain rigorous ethical, methodological, and scientific standards throughout the entirety of evaluation process; oversee data collection, acquisition, and analysis; overseeing/co-authoring a final report based on the analysis of all data collected throughout the program evaluation process or submit to DOJ/BJA; and after completion of the final report Dr. Schaefer will work with Kittitas County Jail administrators and staff to develop a plan to full utilize the findings of the evaluation.

Financial Information

Total Amount: through 9/30/23 will be $18,750 split between the 3 years. 2021 pro-rated. 2021 amount: $3,125 2022 amount: $6,250 2023 amount: $6,250	State Funds $0	Federal Funds: through 9/30/23 will be $18,750 split between the 3 years. 2021 pro-rated. 2021 amount: $3,125 2022 amount: $6,250 2023 amount: $6,250
Percentage County Funds	Matching Funds $0	CFDA#
	In-Kind $ Explain	
Is Equipment being purchased? No	Who owns equipment? na	
New Personnel being hired? No	Contact HR hiring – reporting requirements - na	
Future impacts or liability to Kittitas County:		

Budget Information

Budget Amendment Needed?	Yes☐ attach budget form	No ☒ Why not: BA already submitted for 2021
New Division Created? No		
Revenue Code N/A		
Expense Code 00130123554101		

Pass Through Information

Agency to Pass Through	NA
Amount to Pass Through	$0
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes☒ No☐ CAMAS# 51732

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature: Clay Myers	Date: 6-17-21
Department: Sheriff	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	6/16/21
Who Signed the grant application	

Reviewer	Date