

ROBERT HERNANDEZ
Commissioner
Precinct 1

JOE A. GONZALEZ
Commissioner
Precinct 2

County of Nueces



CONNIE SCOTT
County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401-3697

JOHN MAREZ
Commissioner
Precinct 3

BRENT CHESNEY
Commissioner
Precinct 4

AGREEMENT AMENDMENT NO. 1

WHEREAS, Nueces County, Texas ("County") and Wexford Health Sources, Inc. ("Consultant" or "Vendor") entered into an agreement with the effective date, December 1, 2023, for Medical Services for the Nueces County Jail Facilities ("Agreement");

WHEREAS, the initial term of the Agreement expires on November 30, 2024; and

WHEREAS, County and Consultant wish to amend the Agreement to include and incorporate the Nueces County Hospital District ("Hospital District") as a party to the Agreement, to extend the term of the Agreement for an additional one-year extension term, and to make certain additional amendments as specified herein below.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and as amended hereby, County, Consultant, and Hospital District do hereby mutually agree as follows:

- (1) The Agreement is amended to reflect that the parties thereto are Nueces County, Texas, the Nueces County Hospital District, and Wexford Health Sources, Inc.
- (2) Consultant hereby acknowledges and agrees that all rights, protections, and duties not specifically identified in this Agreement Amendment No. 1 which are to be provided by the Consultant to the County under the Agreement shall also equally include, apply, and be owed by Consultant to the Hospital District, unless specifically provided otherwise.
- (3) The Term of the Agreement shall be extended for an additional period of one year, beginning on December 1, 2024 and expiring on November 30, 2025. The Agreement may be extended for an additional 1-year renewal period subject to the mutual consent of the County, Hospital District and Consultant. No later than sixty days prior to renewal of the contract term, the parties may negotiate any modifications to the Agreement parties deem necessary.
- (4) County will be responsible for providing prior approval of any new ancillary service subcontractor(s) and/or pharmaceutical providers that Consultant may elect to use.
- (5) County will be responsible for providing prior approval of any requests by Consultant for the provision of additional services not specified in the Agreement.
- (6) Consultant shall request prior approval of expenses for more than one trip to Nueces County per month for one of Consultant's representatives.
- (7) Consultant shall submit requests to County for any changes that Consultant wishes to make to authorized personnel/staffing levels in place at the Nueces County Jail facilities on December 01, 2024.
- (8) County will be responsible for providing prior approval of requests by Consultant for any changes of authorized personnel/staffing levels at the Nueces County Jail facilities in place on December 01, 2024.

Any approved changes by County to Consultant's request to personnel/staffing levels shall not affect the threshold amount payable to Consultant as provided under Item 10 of this Agreement Amendment No. 1 - replacement for Provision 6 of the Agreement.

- (9) Hospital District will be responsible for the payment of fees for inmate healthcare services provided by Consultant as described in the Agreement and in this Agreement Amendment No. 1.
- (10) Provision 6 of the Agreement shall be deleted and replaced in its entirety with the following:

"6. Payment. Consultant will provide healthcare services for inmates at the Nueces County Jail facilities, including the Nueces County main jail facility and the Nueces County Annex jail facility, on a Cost-Plus Management Fee Model. Based on the Consultant's price proposal dated October 29, 2024, County and Hospital District do hereby accept Consultant's proposed COST-PLUS MANAGEMENT FEE WITH NOT TO EXCEED AMOUNT OPTION for all services provided by Consultant during the course of the additional one-year extension period, beginning on December 1, 2024 and expiring on November 30, 2025, at a cost not to exceed threshold of \$6,080,328 (which amount includes Consultant's fixed management fee.

Payments to Consultant shall be made within 30 calendar days of Hospital District's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period."

- (11) Provisions 8B., 8C., and 8E. of the Agreement shall be deleted and replaced in their entirety with the following:

"8B. **Additional Named Insured:** All policies, except for the Workers' Compensation, Professional Liability and Errors and Omissions policies, shall contain additional endorsements naming County, the Nueces County Jail (including all facilities), the Nueces County Hospital District, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder."

"8C. Workers' Compensation and Commercial General Liability policies shall contain a Waiver of Subrogation in favor of Nueces County, the Nueces County Jail (including all facilities), the Nueces County Hospital District, and their departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor."

"8E. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish County and Hospital District with a Certificate of Insurance and formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent direct to:

FOR COUNTY:
Connie Scott
Nueces County Judge
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

FOR HOSPITAL DISTRICT
Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

(12) Provision 22 of the Agreement is amended to add the following:

“To Hospital District: Mr. Jonny F. Hipp, Administrator/CEO
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401”

(13) Provision 23 of the Agreement shall be deleted, and replaced, in its entirety, with the following:

“23. Responsibility for Off-Site Medical Care. Off-site specialty clinics, ambulance transportation (including emergency ambulance transportation), off-site radiology services, emergency room visits, hospitalization (including physician charges) and any other services provided by licensed medical professionals which are not provided on-site at the jail facilities shall be arranged for by Consultant but not paid for by Consultant unless otherwise indicated herein. Except for emergency ambulance services, Consultant shall arrange for all Off-site Medical Care with the Hospital District’s indigent health care contractor, Christus Spohn Health System Corporation. Hospital District shall reimburse Consultant for costs of all ambulance transportation services.

The Hospital District will designate a Christus Spohn Healthcare Corporation liaison, Consultant may contact to coordinate and make arrangements for Off-Site Medical Care as appropriate.

ANY OFF-SITE MEDICAL CARE NOT ARRANGED WITH CHRISTUS SPOHN HEALTH SYSTEM CORPORATION SHALL BE THE SOLE FINANCIAL RESPONSIBILITY OF CONSULTANT AND EXEMPT FROM INCLUSION AS A COST-PLUS ITEM FOR CONSULTANT’S SERVICES.”

(14) The staffing matrix provided in the current contract expiring on November 30, 2024 will be replaced with the staffing matrix attached as Exhibit 1 to this Agreement Amendment 1, with the commencement of a new contract term of December 01, 2024 through November 30, 2025.

(15) Consultant will provide an MOUD continuation program as outlined and attached hereto as Exhibit 2. The MOUD includes a 1.0 FTE MOUD Nurse Coordinator, this FTE is included in Exhibit 1.

(16) All other provisions of the Agreement shall remain the same.

(17) This Agreement Amendment No. 1 shall be effective as of the latest date of signature below.

FOR NUECES COUNTY

Signature: [Handwritten Signature]
Print Name: Connie Scott
Title: Nueces County Judge
Date: November 13, 2024

FOR NUECES COUNTY HOSPITAL DISTRICT

Signature: [Handwritten Signature]
Print Name: Jonny F. Hipp
Title: Administrator/Chief Executive Officer
Date: 12/5/24

Attest/

[Handwritten Signature]
By: Kara Sands, Nueces County Clerk
[Handwritten Initials]



FOR: WEXFORD HEALTH SOURCES, INC.

Signature: [Handwritten Signature]
Print Name: John Froemlich
Title: CEO
Date: 11/7/24

**Exhibit 1
Staffing Matrix
Effective as of December 1, 2024**

Position	Budgeted FTE
Administrative Assistant	1.00
Dental Assistant	0.40
Dentist	0.40
Director of Nursing	1.00
Discharge Planner	1.00
Health Services Administrator	1.00
Licensed Vocational Nurse	14.00
Medical Director	0.75
Mental Health Professional	3.00
Medical Records Clerk	1.00
Physicians' Assistant or Nurse Practitioner	1.00
Psychiatrist	0.50
Registered Nurse	8.00
RN Supervisor	1.00
MOUD Nurse Coordinator	1.00
Total	35.05



Exhibit 2

MOUD Program Outline for Nueces County Jail

The Wexford Companies
501 Holiday Drive
Suite 300
Pittsburgh, PA 15220
Phone: 412-937-8590

MOUD Program Outline for Nueces County Jail

Approval Date: 10/02/2024

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Glossary of Commonly Used Acronyms and Medication Definitions

DOT	Direct Observation Therapy
MAT	Medication Assisted Treatment
MOUD	Medications for Opioid Use Disorder
OTP	Opioid Treatment Program
ODU	Opioid Use Disorder
Revia®	Naltrexone (generic)
Sublocade®/Brixadi®	Buprenorphine extended-release injections
Suboxone®	Buprenorphine/naloxone (generic)
Subutex®	Buprenorphine mono-product (generic)
UDT	Urine Drug Test
Vivitrol®	Naltrexone extended-release injection

SECTION A. Introduction and Background

I. PROGRAM OUTLINE

- A. Wexford Health (“Wexford”) acknowledges that supporting an individualized approach in the care of the substance-dependent individual will help to facilitate optimal outcomes for our patient population, and potentially reduce overdose and recidivism.
- B. Wexford Health recognizes that MAT/MOUD is evidence based and is the community standard of care.
- C. Understanding the scope and importance of the issue, Wexford has collaborated with Nueces County Jail to introduce a MAT/MOUD program.

- D. The focus of the Nueces MAT/MOUD program, at this stage, is continuation of buprenorphine, naltrexone and methadone treatment for patients already established on these medications in the community.
- E. At this time, the MAT/MOUD program at Nueces County Jail will not be inclusive of injectable medications (Sublocade®, Brixadi®, Vivitrol®) or induction of MAT/MOUD.
 - 1. Wexford is, however, prepared to offer these services and training to all appropriate personnel at any time in the future, when the facility administration is agreeable to further expansion.
 - 2. Wexford encourages a comprehensive MOUD program including universal screening and treatment of all patients with an Opioid Use Disorder (OUD). This is the community standard of care and the recommendation of the American Society of Addiction Medicine, NCCHC, ACA, BOJ, NIDA and others.
- F. As with all clinical reference resources, this program outline reflects the best understanding of the science of medicine at the time of development, but they should be used with the clear understanding that continued research may result in new knowledge and considerations.

SECTION B. MOUD Medication Overview for Nueces

Buprenorphine products (Suboxone®/Subutex®) and Methadone are schedule II/III controlled substances and will need to be stored as narcotics following facility guidelines.

I. TRANSMUCOSAL BUPRENORPHINE OPTIONS:

- A. These products do not work if swallowed so they are to be used under the tongue or between the cheek and the gum, for transmucosal absorption.
- B. Buprenorphine/naloxone (Suboxone®)
 - 1. The product comes in tablets or film.
 - 2. Effective supervision reduces the opportunity for patients to remove the dose from their mouth, which can be later misused by the patient or diverted to others.
 - 3. Tablets
 - a. Buprenorphine/naloxone (Suboxone®) tablets can take 15 to 30 minutes to dissolve.
 - b. The combination product buprenorphine/naloxone (Suboxone®) cannot be crushed.
 - 4. Films
 - a. The sublingual film formulation of buprenorphine/naloxone is intended to make dosing easier to supervise and deter misuse of the drug by intravenous injection.
 - c. The sublingual films dissolve faster under the tongue than buprenorphine/naloxone sublingual tablets (on average 6 minutes faster for the 8 mg / 2 mg dose).
 - d. The product takes less time to dissolve overall if the mouth is moist.
 - e. The film rapidly adheres to the oral mucosa, making it difficult to remove.

- C. Buprenorphine mono-product (Subutex®)
1. The product comes in tablet form.
 2. The mono-product takes approximately 3 to 8 minutes to dissolve, however, unlike the combination product, the mono-product tablets can be crushed, and administered in a powder or as a thick slurry, under the tongue.
 3. Crushing buprenorphine mono-product (Subutex®) tablets significantly reduces the time for the medication to dissolve, and hence the time required to supervise buprenorphine dosing.
 4. Crushing saves staff time and is more difficult for the patient to divert.
 5. Crushing the buprenorphine mono-product (Subutex®) tablets does not significantly alter serum buprenorphine levels or the drug's clinical effect.
 6. The patient should, however, be discharged back to the community with the combination product to prevent diversion and improve compliance in the community.

II. LONG-ACTING INJECTABLE BUPRENORPHINE (SUBLOCADE®/BRIXADI®)

- A. Sublocade®
1. Buprenorphine extended-release injection (Sublocade®/Brixadi®) is indicated in patients who have initiated treatment with a buprenorphine-containing transmucosal product and have achieved stability. It is recommended that the patient be on the transmucosal buprenorphine product (such as Suboxone®) until stable.
 2. Buprenorphine extended-release injection (Sublocade®) is given once a month.
 3. Buprenorphine extended-release injection (Brixadi®) may be given once per week OR once per month.
 4. Significant diversion and poor compliance are very unlikely with an extended-release buprenorphine injection such as Sublocade® or Brixadi®.
- B. Brixadi®
1. Similar to Sublocade®, Brixadi® is a subcutaneous injection.
 2. Brixadi® differs from Sublocade® in several ways:
 - a. Brixadi® comes in multiple doses.
 - b. Brixadi® has both weekly and monthly formulations.

III. METHADONE AT NUECES - CONSIDERATIONS

- A. Methadone is a long-acting full opioid agonist, and a schedule II-controlled medication.
- B. At the time of this writing a major limitation of methadone is that it is available only at licensed methadone maintenance Opioid Treatment Program (OTP) clinics.
- C. Methadone can be provided without an OTP license for up to three days (72-hour bridge) while Nueces staff arrange an appropriate referral to a licensed facility. This three-day allowance cannot be renewed or extended.
- D. The use of methadone for a 72-hour bridge is dependent on the availability of stock at the facility, which is subject to state and federal licensure and regulations.

- E. Wexford Health will facilitate and collaborate with Nueces County Jail's local OTP to support continuity of care for incarcerated patients on methadone.
- IV. NALTREXONE (REVIA® AND VIVITROL®) AT NUECES - CONSIDERATIONS
- A. Naltrexone
 - 1. Naltrexone oral (Revia®) is a short-acting oral tablet that is available in a generic formulation and is given once daily.
 - 2. Naltrexone is not an opioid and has NO opioid effects on the individual taking it.
 - 3. Naltrexone is not addictive, and does not cause withdrawal symptoms when discontinued.
 - 4. There is no abuse and diversion potential with naltrexone.
 - a. The patient does, however, need to be completely withdrawn from opioids prior to use. (Must be off opioids for 7 to 14 days depending on the half-life of the opioid).
 - B. Naltrexone injection (Vivitrol®)
 - 1. Vivitrol® is the extended-release version of naltrexone and is administered by intramuscular injection once a month.

SECTION C. Program Services for Nueces

- I. CONTINUANCE OF MEDICATION FOR OPIOID USE DISORDER (MOUD) UPON INCARCERATION
- A. During the intake screening process, any patient who reports the use of any form of prescribed buprenorphine, naltrexone, or methadone for an opioid use disorder, will have their prescription verified after signing a release of information form (ROI).
 - B. Buprenorphine Continuance:
 - 1. In the event the prescription cannot be verified, and the patient has a confirmed Urine Drug Screen (UDS) for buprenorphine, bridging the transmucosal buprenorphine medication should be considered by the provider.
 - C. Long-Acting Injectable buprenorphine (Sublocade®/Brixadi®)
 - 1. Sublocade®
 - a. At the time of this writing, there is no national recommendation on how to transition patients from Sublocade to transmucosal buprenorphine, however, it is Wexford's recommendation that careful consideration be given in these instances, using a risk vs benefits individualized approach.
 - i. If the need arises to transition a patient from Sublocade to transmucosal buprenorphine, the transition should be started at least 26 days after the last injection.
 - ii. A transition beginning with 4–8 mg of daily transmucosal buprenorphine and increasing to 16–24 mg daily (based upon patient cravings/withdrawal) over the period of 2 to 3 weeks is reasonable.
 - iii. Some providers may choose to increase a patient's transmucosal daily dosing quicker based upon experience and patient-specific knowledge.

2. Brixadi®
 - a. Due to these unique traits of Brixadi®, transitioning patients from weekly or monthly injections to daily transmucosal buprenorphine will need to be determined and managed on a case-by-case basis.
 - b. Transition will be dependent on the patients' dose and the frequency of their injection.
 - c. Guidance is available for site clinicians through Wexford Corporate resources.
 - D. Methadone Continuance
 1. Patients arriving on a verifiable methadone prescription, through an Opioid Treatment Program (OTP), will continue their methadone dosing through an OTP during incarceration.
 - E. Naltrexone/Vivitrol® Continuance:
 1. In the community, naltrexone is given as a monthly injection (Vivitrol®).
 2. In the event a patient comes to Nueces on Vivitrol®, the patient can be given naltrexone in its oral form (Revia®) 28 days after their last Vivitrol® injection.
 3. This formulation is given daily.
- II. PREGNANT WOMEN WITH OUD**
- A. Wexford's guideline, "AM-03 Pregnancy and Opioid Use" is a detailed guide to help the healthcare team to prevent withdrawal.
 - B. For pregnant patients on established MOUD
 1. Any pregnant females, with an OUD, arriving on methadone, should continue methadone.
 2. Any pregnant females, arriving on buprenorphine, should continue buprenorphine.
 - C. Naltrexone will not be used during pregnancy. There is currently not enough clinical data to support its use in pregnancy.
- III. MEDICALLY-SUPERVISED WITHDRAWAL MANAGEMENT**
- A. For patients with active OUD and not on a verifiable MOUD from the community, or who refuse continued treatment, a medically supervised withdrawal protocol should be considered using buprenorphine in a tapering dosage.
 1. Wexford recommends that consideration be given to place these patients on long-term MOUD when the county feels the program can be expanded.
 - B. Medically-supervised withdrawal management is aimed at reducing the signs and symptoms of withdrawal, which will make the patient more comfortable.
 - C. Specific treatment should always be determined by the condition of the individual patient. Wexford Health Sources maintains updated Addiction Medicine Guidelines (AM-01 Medically Supervised Withdrawal Management Guidelines) that may be referenced, when applicable and necessary.

SECTION D: Diversion Prevention and Safety

Diversion is defined as the unauthorized rerouting or misappropriation of prescription medication to someone other than for whom it was intended (including sharing or selling a prescribed medication); misuse includes taking medication in a manner, by route or by dose, other than prescribed.

I. PREVENTING MISUSE

Both medical and correctional staff play a vital role in minimizing misuse of MOUD medications. Several practical strategies have been shown to reduce medication misuse events related to MOUD.

- A. **Observed Administration:** Requiring transmucosal buprenorphine to dissolve under the direct observation of medical and correctional staff has been demonstrated to be an effective way to prevent misuse or diversion of MOUD medications.
- B. **Medication Presence Monitoring by Urine Drug Testing (UDT):** The presence of prescribed medications or their metabolites may be monitored through urine or other appropriate testing methods on a random basis to confirm appropriate medication use by the patient.
 - 1. UDT monitoring for naltrexone is not needed.
- C. **Abuse-Deterrence Formulations:** Misuse and diversion of medications can be reduced significantly by utilizing the following formulation approaches:
 - 1. Combining buprenorphine with naloxone (Suboxone®) which prevents successful dissolving and injecting.
 - 2. Crushing the sublingual tablet of buprenorphine mono-product (Subutex®).

SECTION E. Staff Training

- A. Staff at Nueces County Jail will receive training by Wexford Health on MOUD, including an overview of the MOUD procedures, basic information about what MOUD is and its benefits, potential side-effects of the medications warranting clinical attention, and signs of medication diversion.
- B. Wexford Health will offer training on Substance Use Disorder (SUD), specifically Opioid Use Disorder (OUD).
- C. For our clinicians this training will be required.
- D. Nueces-specific MOUD guidelines will be written for reference, once program is adopted.

SECTION F. Discharge / Reentry for MOUD Patients

I. RELEASE PRESCRIPTION(S)

- A. **Buprenorphine -** Upon patient release, when possible, the patient should be supplied with a prescription for a *7-day supply of Suboxone with 3 refills*.
 - 1. When possible, Wexford Health encourages a warm handoff upon release, and coordination of re-entry back to the patient's MOUD community provider.

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- B. Methadone – Since methadone is supplied thru the OTP, no release prescription is required by the onsite provider.
 - 1. When possible, Wexford Health encourages a warm handoff upon release, and coordination of re-entry back to the patient’s OTP community provider.

 - C. Naltrexone/Vivitrol® - Naltrexone in its oral form (Revia®) is not recommended for community MOUD. It must be given by direct observed therapy (DOT) and compliance monitored.
 - 1. Upon patient discharge from Nueces, the patient may be offered a Vivitrol® injection, or alternatively, referred back to the community provider to receive their next Vivitrol® injection.
 - a. It is important to note that patients who received their last Vivitrol® injection *greater than 28 days* prior to release, are at high risk of return to use and possible overdose.
 - b. Because of this, and because it is the community standard of care, Wexford highly encourages Nueces to offer a Vivitrol® injection to patients upon release.
 - c. If unable to provide the injection, the patient should go immediately to the providing clinic for another injection.
 - i. The patient can be given oral naltrexone at release which will give them 24 hours of coverage.