

INTRODUCED: November 12, 2024

AN ORDINANCE No. 2024-297

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Opioid Funds Agreement between the City of Richmond and the City Sheriff for the purpose of implementing a Medication Assisted Treatment Pilot Program.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 9 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Opioid Funds Agreement between the City of Richmond and the City Sheriff for the purpose of implementing a Medication Assisted Treatment Pilot Program. The Opioid Funds Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1350

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Enactment Date:

Attachments: Admin-2024-1350_RCJC's MAT Pilot Program Agreement Ordinance Language AATF, Admin-2024-1350_Opioid Funds Agreement AATF

Enactment Number:

Contact:

Introduction Date:

Drafter:

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/23/2024	Traci DeShazor	Approve	10/24/2024
1	2	10/23/2024	Meghan Brown	Approve	10/24/2024
1	3	10/23/2024	Sheila White	Approve	10/24/2024
1	4	10/23/2024	Cynthia Osborne - FYI	Notified - FYI	
1	5	10/24/2024	Sabrina Joy-Hogg	Approve	10/25/2024
1	6	10/25/2024	Jeff Gray	Approve	10/25/2024
1	7	10/28/2024	Lincoln Saunders	Approve	11/4/2024
1	8	11/1/2024	Mayor Stoney	Approve	11/11/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-1350

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: Wednesday, September 17, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO for Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Acting Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, DCAO for Human Services

FROM: J.D. Ratliff, Policy Advisor

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Opioid Funds Agreement between the City of Richmond and the City Sheriff for the purpose of implementing a Medication Assisted Treatment Pilot Program.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute an Opioid Funds Agreement with the City Sheriff for the purposes of implementing a Medication Assisted Treatment Pilot Program (“MAT Pilot Program”) run by the Sheriff’s Office at the Richmond City Justice Center (RCJC).

BACKGROUND: Ordinance No 2023-293 authorized the City of Richmond to accept and appropriate \$1,259,411.69 of opioid settlement funds to a new National Opioid Settlement Special Fund for the purposes of funding new investments in identified priority areas including: peer recovery specialist, housing and housing support, addressing gaps in coordination and linkages to treatment, services, and other supports, and harm reduction strategies.

A companion paper to this ordinance authorizes the transfer of \$300,000.00 from the Department

of Neighborhood and Community Services National Opioid Settlement Special Fund to a Medication Assisted Treatment Pilot Program Special Fund underneath the Sheriff's Office budget for purposes of appropriating funding to the Sheriff's Office to operate the Medication Assisted Treatment Pilot Program (the "MAT Program"). The appropriation to the Medication Assisted Treatment Pilot Program Special Fund for a Medication Assisted Treatment Pilot Program is conditioned upon the Sheriff's compliance with the terms of the Opioid Funds Agreement between the City of Richmond and the Sheriff. A medication assisted treatment program is the use of medications for opioid use disorder ("MOUD"), alongside counseling and behavioral therapies, to treat opioid use disorder, and is considered the gold standard in treatment of opioid use disorder. This pilot MAT Program is to provide MOUD to those incarcerated at the RCJC and have been transferred in with a valid prescription for MOUD from a community provider.

This ordinance authorizes execution of the Opioid Funds Agreement between the Sheriff and the City of Richmond governing the use of the funds by the Sheriff's Office to run the MAT Pilot. The Opioid Funds Agreement must be adopted prior to the appropriation of funds by the Sheriff's Office.

This funding will include medications for opioid use disorder ("OUD") and to provide for the Sheriff to hire an additional registered nurse who will oversee the MAT Pilot Program, including but not limited to, intake screening and assessment for substance use disorders ("SUD"), coordination with outside providers for inmates incarcerated at RCJC who have a valid prescription for MOUD, SUD and OUD education programming, and OUD-specific discharge planning. The MAT Pilot Program will be monitored and evaluated by the Opioid Response Coordinator in Neighborhood and Community Services in conjunction with RCJC program staff.

The risk of fatal overdose for formerly incarcerated people is significantly heightened, with studies reporting that individuals who have been recently released from incarceration are up to forty times more likely to die of an opioid overdose within the first two weeks of release. This percentage substantially decreases if the individual can remain on their prescribed medication for OUD throughout their incarceration and beyond release.

MAT programs for incarcerated individuals are widely accepted as an evidenced based practice and is encouraged by, but not limited to the American Society of Addiction Medicine, the Substance Abuse and Mental Health Services Administration, the National Sheriff's Association, the American Correctional Association, the American Medical Association, and the United States Department of Justice.

COMMUNITY ENGAGEMENT: This proposal was informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts on the Richmond Opioid Task Force.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RES. 2022-R013 declaring opioid drug overdose deaths as a public health crisis in the City of Richmond; Richmond Opioid Task Force.

FISCAL IMPACT: There is no fiscal impact.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: November 12, 2024

CITY COUNCIL PUBLIC HEARING DATE: December 9, 2024

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Neighborhood and Community Services, Sheriff's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2023-293; Ord. No. 2024-099. This Ordinance is a companion paper to Admin-2024-1351. This Ordinance should be introduced and adopted before Admin-2024-1351.

ATTACHMENTS: Opioid Funds Agreement

STAFF: Michael Fatula, Opioid Response Coordinator, 804-944-7291, Michael.fatula@rva.gov
<<<mailto:Michael.fatula@rva.gov>>>
J.D. Ratliff, Policy Advisor, 804-646-6056, James.Ratliff@rva.gov
<<<mailto:James.Ratliff@rva.gov>>>

OPIOID FUNDS AGREEMENT

THIS OPIOID FUNDS AGREEMENT (the “Agreement”) is made this _____ day of 2024, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and the Sheriff of the City of Richmond, a constitutional officer of the Commonwealth of Virginia, acting through the Richmond City Sheriff’s Office (the "Recipient").

STATEMENT OF PURPOSE

WHEREAS, Section 15.2-1609 of the Code of Virginia makes the Recipient responsible for the care of all prisoners confined in the city jail.

WHEREAS, Section 52.1-126 of the Code of Virginia makes the Recipient responsible for the purchases of medicine and certain medical treatment for prisoners.

WHEREAS, Section 15.2-1613 of the Code of Virginia authorizes the City to appropriate funds for the operation of the Recipient’s office.

WHEREAS, by Ordinance No. 2023-293 adopted December 11, 2023, funds in the amount of \$1,259,411.69 were accepted from the National Opioids Settlement Fund and appropriated to a new Special Fund Budget for the Department of Human Services called the National Opioids Settlement Fund for the Fiscal Year 2023-2024 for the purpose of funding a new opioid response coordinator position and opioid abatement strategies and programs.

WHEREAS, evidence-based treatment and recovery support, including medication-assisted treatment (“MAT”) for persons with opioid use disorder (“OUD”) and co-occurring substance use and mental health disorders within and transitioning out of the criminal justice system and increased funding for jails to provide treatment to inmates with OUD are approved treatments for incarcerated populations as set forth within the list of allowed opioid remediation uses in the Distributors and Janssen Settlement Agreement List of Opioid Remediation Uses.

WHEREAS, by Ordinance No. <INSERT NUMBER> adopted <INSERT DATE>, 2024, funds in the amount of \$300,000.00 have been appropriated to the new special fund for the Office of the Sheriff called the <need name> for the Fiscal Year 2024-2025 (the “Opioid Funds”).

WHEREAS, Ordinance No. <INSERT NUMBER> adopted <INSERT DATE>, 2024, further authorizes the City to enter into this Agreement specifying the conditions under which the Opioid Funds have been appropriated to the Recipient.

WHEREAS, incurring obligations requiring the expenditure of the Opioid Funds is contingent upon Recipient’s compliance with the terms and conditions of this Agreement.

The City and the Recipient, intending to be legally bound, agree as follows:

A. Use of Opioid Funds.

1. The Recipient agrees to abide by all of the terms, conditions, and restrictions of the Distributors and Janssen Settlement Agreements, both dated July 21, 2021, (the “Settlement”), incorporated herein by reference. Recipient’s receipt and use of the Opioids Funds is conditioned upon Recipient acting in accordance with the terms and conditions of the Settlement and this Agreement.
2. If the requirements of this Agreement are not met, the Recipient shall immediately return to the City all of the Opioid Funds received by the Recipient under Ordinance No. <INSERT NUMBER>.
3. The Recipient shall not use the Opioid Funds for any purpose other than for paying expenses incurred by Recipient for performance of its obligations under this Agreement. Payments using the Opioid Funds shall not exceed \$300,000.00 total in the aggregate. The City shall not be liable to the Recipient or to any other entity for any additional funds for the Services.
4. All payments and other performance under this Agreement are subject to annual appropriations by the Richmond City Council; consequently, this Agreement shall bind the City only to the extent that Richmond City Council appropriates sufficient funds for the City to perform its obligations hereunder.

B. Scope of Services. In consideration of the City's appropriation of the Opioid Funds to the Recipient, the Recipient shall use the Opioid Funds for the purpose of funding a Medication Assisted Treatment program (“the MAT Program”) at the Richmond City Justice Center consistent with the purposes of Ordinance No. < INSERT NUMBER > and as further set forth below (the “Services”). As part of this MAT Program, the Recipient shall provide the following Services:

1. The parties agree that the Recipient will be engaging its medical services provider to provide the Services through contract number 20000015179 (the “Medical Services Contract”). The Recipient shall ensure that the Services are provided by the medical services provider in accordance with the terms of the Medical Services Contract and this Agreement.
2. **Confirm Eligibility.** Inmates residing at the Richmond Justice Center and holding a valid prescription for medication for opioid use disorder (“MOUD”) may participate in the MAT Program (each a “Resident”). The Recipient shall determine and confirm eligibility for participation in the MAT Program before performing any Services with any individual Resident. No medication shall be administered to any Resident who does not hold a valid prescription for a FDA-approved opioid

use disorder medication prescription.

3. **Medication Administration.** As part of the medication administration of the MAT Program, the Recipient shall:
 - i. Procure methadone, buprenorphine, or naltrexone in accordance with all federal, state, and local laws or regulations, or both.
 - ii. Administer, or contract with a licensed service provider to administer, methadone, buprenorphine, or naltrexone in all forms to Residents in accordance with all federal, state, and local laws or regulations, or both.
 - iii. Provide Residents with education on MAT, substance use disorders, and recovery strategies.
 - iv. Provide Residents telehealth counseling and other support services to encourage adherence to treatment and participation in recovery programs.
 - v. Administer, or contract with a licensed service provider to administer, laboratory draws and interpretation to Residents to monitor the amount of opioids in an individual Resident's blood.
 - vi. Administer, or contract with a licensed service provider to administer, MOUD-specific urine drug screens to monitor the amount of opioids in an individual Resident's urine,
 - vii. Maintain accurate medication administration records including dosage, timing, and any adverse reactions.

4. **Registered Nurse.** The Recipient shall retain a registered nurse, or contract with a licensed service provider to provide a registered nurse, to oversee the MAT Program. As a part of the administration of the MAT Program, the Registered Nurse shall:
 - i. Consult the Resident's prescribing provider in accordance with the intake requirements of the Medical Services Contract and prior to administering opioid use disorder medication.
 - ii. Verify opioid use disorder medication prescriptions.
 - iii. Administer opioid use disorder medication.
 - iv. Perform Residents' assessments and monitor Residents' response to treatment under the MAT Program.

- v. Perform initial and ongoing screenings and health checks of all Residents.
 - vi. Perform physical and mental health screenings for Resident.
 - vii. Adjust Residents' care plans as necessary in consultation with the prescribing provider.
 - viii. Consult with treatment providers prior to Resident's release from the Richmond City Justice Center or transfer to another institution. If a Resident's release date is known three or more days in advance, the Registered Nurse shall ensure a discharge planning appointment has been scheduled for Resident to occur within 48 hours of Resident's release from the Richmond City Justice Center.
 - ix. Participate in multidisciplinary treatment planning, case reviews, conferences, and other meetings .
 - x. The Registered Nurse whose position is responsible for performing services for the MAT Program and is funded by the Opioid Funds shall not be assigned any tasks which are not related to the services provided under the MAT Program pursuant to this Agreement.
5. The Recipient shall not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information. The Recipient shall contractually obligate all contractors or sub-contractors to abide by the same reporting requirements.

C. **Allowable Expenditures.** Subject to review and approval by the City, the Recipient may make the following MAT Program expenditures, which Recipient shall ensure are in accordance with the terms of the Settlement:

- 1. The Recipient may use up to \$100,000.00 of the Opioid Funds to retain, or contract with a licensed service provider to retain, a Registered Nurse to oversee the MAT Program.
- 2. The Recipient may use up to \$200,000.00 of the Opioid Funds for the purchase of FDA-approved opioid use disorder medication and ancillary services, including opioid detection testing, laboratory draws and interpretation, and one on one telehealth counseling services for use by Residents.

D. **Reporting Requirements.**

- 1. Each Monday, the Recipient shall furnish the City's point of contact with a report containing sufficient information and supporting documentation to

establish to the City's satisfaction that the Opioid Funds spent in the prior week were only expended on an allowed purpose under this Agreement.

2. Not later than the 5th day of each month, the Recipient shall furnish the City's point of contact with a written report documenting the use of the Opioid Funds and setting forth the (i) number of Residents provided substance use disorder therapeutic counseling during the prior month, (ii) number of incarcerated individuals provided MAT for SUD during the prior month, (iii) number of incarcerated individuals provided with an SUD specific release plan during the prior month, (iv) number of incarcerated individuals receiving SUD screening during the prior month. Such report shall include the basic demographics of each individual documented, including but not limited to, race, gender, and age.
3. The Recipient shall maintain all books, records, and other documents relating to this Agreement for at least five years following expiration of this Agreement. The Recipient shall contractually obligate all contractors or sub-contractors to abide by the same reporting requirements.
4. Complete any additional forms or reports and provide any additional information that may be reasonably required by the City.

E. **Performance Measures.** The City will use the following performance measures to evaluate whether the Recipient has performed the services required by this Agreement in a manner that achieves the City's purpose in providing the Opioid Funds to the Recipient:

1. Did Recipient implement a MAT Program?
2. Did Recipient retain, or contract with a licensed service provider to retain, a registered nurse to perform the services set forth in 3(B) ("Registered Nurse") of this Agreement?
3. Did Recipient procure methadone, buprenorphine, or naltrexone in accordance with all federal, state, and local laws or regulations, or both?
4. Did Recipient administer, or contract with a licensed service provider to administer, methadone, buprenorphine, or naltrexone in accordance with all federal, state, and local laws or regulations, or both, to Residents?
5. Did Recipient submit weekly reports to the City as required by section (D)(1) of herein and meeting all requirements therein?
6. Did Recipient submit monthly reports to the City as required by section (D)(2) herein and meeting all requirements therein??

F. Contact Information.

1. The City's point of contact for purposes of this Agreement is:

Michael Fatula
Policy Advisor for Opioid Response Coordination
Department of Neighborhood and Community Services
900 E. Broad Street, Suite 501
Richmond, Virginia 23219
(805) 944-7291
michael.fatula@rva.gov

This point of contact is responsible for monitoring the Recipient's compliance with this Agreement.

2. The Recipient's point of contact for purposes of this Agreement is:

Tillie Jackson
Contract and Compliance Officer
Richmond City Sheriff's Office
1701 Fairfield Way
Richmond, Virginia 23223
(804) 646-5546
Tillie.jackson2@rva.gov

3. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

G. Compliance Monitoring.

1. The City's point of contact shall monitor the Recipient's compliance with this Agreement. In addition to the reports required by Section D ("Reporting Requirements"), the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Agreement.
2. Acceptance of the Opioid Funds by the Recipient constitutes its agreement that it assumes full responsibility for the management of all aspects of the Opioid Funds, the Services, and all activities funded by the Opioid Funds, including ensuring proper

fiscal management of and accounting for the Opioid Funds; ensuring that personnel paid with Opioid Funds are hired, supervised, and evaluated in accordance with established employment and personnel policies; and ensuring that the Recipient complies with all terms, conditions and assurances required.

- H. **Recipient's Representations and Warranties.** The Recipient represents and warrants that the Recipient's signatory below is duly authorized by the Recipient to enter into this Agreement and thereby bind the Recipient to this Agreement's terms and conditions. This Agreement is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
- I. **Audit.** The Recipient shall be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.
- J. **Release, Indemnity, and Insurance.**
1. **Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section J(1) will survive expiration of this Agreement.
 2. **Indemnity.** Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding that is based on, arising out of, or related to (i) Recipient's breach of this Agreement, (ii) the performance of any activities under this Agreement; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section J(2) will survive expiration of this Agreement.
 3. **Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, \$1,000,000 in auto liability, and at least \$500,000 in Worker's Compensation insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers

performing services on behalf of the Recipient pursuant to this Agreement, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers perform any activities contemplated by this Agreement. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

- K. **Modification.** This Agreement shall not be amended, modified, supplemented, or otherwise changed except in writing and signed by the authorized representatives of the Recipient and the City in accordance with the City’s policies and procedures.
- L. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Recipient hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Recipient; (iii) no individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, Recipients, sub-recipients, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.
- M. **Term.** This Agreement shall expire on June 30, 2025, unless terminated earlier in accordance with the provisions of this Agreement.
- N. **Termination.**
 - 1. **Without Cause.** The City may terminate this Agreement without cause by delivery of written notice to the Recipient of the City’s intent to so terminate. Such notice shall be delivered at least 60 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Agreement for the delivery of notices. Upon such termination, the City shall have no further obligations under this Agreement.
 - 2. **Failure to Appropriate Sufficient Funds.** Either party may terminate this Agreement if the City Council does not appropriate sufficient funds for either party to perform its obligations under this Agreement by delivery of written notice to the other party of the intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in

accordance with the requirements of this Agreement for the delivery of notices.

- O. **Merger / Entire Agreement.** This Agreement, including any exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Agreement and of the entire understanding between the Recipient and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Recipient and the City regarding this Agreement's subject matter shall be of any effect.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement and it is effective as of the date first written above.

RECIPIENT:

CITY:

By: _____
A. V. Irving, PhD
Sheriff of the City of Richmond

By: _____
J. E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:



Assistant City Attorney 10/23/24
Date