

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 09/17/2019	PREPARED BY: Stephen Sultemeier
Meeting Date Requested: 09/24/2019	PRESENTED BY: Stephen Sultemeier
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: <p style="text-align: center;">Washington State Health Care Authority Contract Amendment</p>	
FISCAL IMPACT: Medication Assisted Treatment (MAT) Grant Increase of \$417,764. Current Grant line item is set at \$363,000. Adding an additional \$417,764 to the line item for a total of \$780,764	
BACKGROUND: Washington State Health Care Authority has awarded additional grant funds to Franklin County to assist with jail medical costs for the identification, assessment and treatment of offenders coming into the Franklin County Corrections Center, who may have opioid abuse disorders and/or other addiction issues. This is additional funding to enhance the already approved MAT program in place at the Franklin County Corrections Center.	
RECOMMENDATION: Approve the attached Contract Amendment	
COORDINATION: Jim Raymond Jennifer Johnson	
ATTACHMENTS: (Documents you are submitting to the Board) 2 Washington State Health Care Authority Contract Amendment	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Return both original contracts amendments to corrections so they can be sent out for additional signatures from the HCA.	

I certify the above information is accurate and complete.

Stephen Sultemeier, Comdr. Name, Title

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

**A RESOLUTION TO APPROVE THE CONTRACT AMENDMENT FOR MAT GRANT
BETWEEN THE FRANKLIN COUNTY AND THE WASHINGTON STATE HEALTH
CARE AUTHORITY**

WHEREAS, Franklin County has previously agreed to accept the Washington State Health Care Authority Grant by Resolution 2019-016; and,

WHEREAS, The Washington State Health Care Authority is responsible for executing the State Opioid Medication Assisted Treatment Plan; and

WHEREAS, On February 5, 2019, the Board of County Commissioners approved a Supplemental Budget Increase to the 2019 Current Expense Fund due to the original 2019 Grant Award from Washington State Health Care Authority; and

WHEREAS, Now the Washington State Health Care Authority is offering a Contract Amendment to the original 2019 Grant Award for the maximum compensation increase by \$417,764 from \$363,000 to \$780,764; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this resolution to be in the best interest of the County; and

NOW, THEREFORE, BE IT RESOLVED Franklin County Board of Commissioners does hereby approve the Washington State Health Care Authority Contract Amendment extended from September 29, 2019 to September 29, 2020.

APPROVED this ____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

	CONTRACT AMENDMENT	HCA Contract No.: K3278 Amendment No.: 01
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Franklin County Sheriff's Office	CONTRACTOR doing business as (DBA) Franklin County Corrections Center	
CONTRACTOR ADDRESS 1016 North 4 th Ave Pasco, WA 99301-3706	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	

WHEREAS, HCA and Contractor previously entered into a Contract for Opioid Treatment Networks, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to add funds, extend the contract term, and add deliverables;

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

1. Contractor DBA is amended to Franklin County Corrections Center.
2. Section 3.2, Term: The term on the contract is extended from September 29, 2019 to September 29, 2020.
3. Section 3.3 Compensation: The maximum compensation is increased by \$417,764 from \$363,000 to \$780,764.
4. Section 3.3 Compensation, Subsection 3.3.2 is amended to read as follows:
 - 3.3.2 Contractors compensation for services rendered will be based on the amounts listed in Schedules A and B, Statements of Work, in the deliverable tables.
5. Section 3.4 Invoice and Payment, Subsection 3.4.1 is amended to read as follows:
 - 3.4.1 Contractor must submit accurate State Form A-19 invoices, or other such forms as designated by HCA to the following address for all amounts to be paid by HCA via e-mail to: amy.dura@hca.wa.gov. Include the HCA Contract number in the subject line of the email and cc the Contract Manager when submitting the invoice.
6. Schedule A, Statement of Work for December 31, 2018 to September 29, 2019 subsections 1.l, u, and v are deleted in their entirety.

All remaining subsections are subsequently renumbered.

7. Schedule A Statement of Work for December 31, 2018 to September 29, 2019, a new subsection v. is added as follows:

1.v Assisting in the preparation of reports (e.g., SAMHSA Annual Report, SAMHSA Bi-annual Report) and other data requested by SAMHSA, their designee, or the HCA Contract Manager

8. Schedule A, Statement of work for December 31, 2018 to September 29,2019, Section 2, Deliverables table: Deliverable 5 is deleted, reducing the total Deliverables table to \$350,000

9. Schedule A, Statement of work for December 31, 2018 to September 29,2019, Section 2, Federal Award Identification table, line items (vi) and (vii) are amended as follows:

(vi) \$350,000

(vii) \$350,000


10. A new Schedule B, Statement of Work for September 30, 2019 through September 29, 2020 is added and attached below.

11. This Amendment will be effective September 30, 2019 ("Effective Date").

12. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

13. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE J.D. Raymond	DATE SIGNED 9/17/19
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Approved as to form:


PROSECUTING ATTORNEY'S OFFICE

Schedule B
Statement of Work
September 30, 2019 to September 29, 2020

1. Performance Work Statement. The Contractor shall serve as the Initiation Site and be responsible for:
 - a. Bringing Medication Assisted Treatment (MAT) initiation, referral, and retention to an individual prior to his or her transfer to the Local MAT Treatment Site, ensuring MAT induction goal is maintained at both the Initiation and Local MAT Treatment Site(s).
 - b. Serving as the lead organization and recipient of funding for the development and implementation of an Opioid Treatment Network (OTN) model for adults with an Opioid Use Disorder (OUD) who are Medicaid eligible or low income. OTN will give priority to:
 - (1) Individuals at highest risk of overdose and death.
 - (2) Tribal members to address their OUD needs.
 - (3) MAT services for pregnant and parenting individuals with OUD.
 - (4) MAT services for IV drug users.
 - c. Continuing to monitor MAT is initiated to a minimum of 15 unique individuals no later than September 29, 2020 at the Initiation Site.
 - d. Holding responsibility for oversight of the OTN, and ensuring the Local MAT Treatment Site(s) are working in coordination (including participation in regularly scheduled leadership meetings and educational and technical assistance opportunities) and meet the terms of the project, contract, goals and project deliverables.
 - e. Ensuring travel per diem, computers, office supplies, and all other supplies and tools necessary to perform defined duties are provided to staff at the Initiation Site and Local MAT Treatment Site(s) (through Subcontractor's contracts).
 - f. Ensuring a low-barrier medication model.
 - g. Providing both agonist and antagonist MAT medications (on-site or in relationship with a pharmacy) in order to facilitate initial inductions and ongoing treatment.

- h. Providing intensive services by continuing a central Initiation Site to provide MAT, and a warm hand-off to continued care to a Local MAT Treatment Site(s) for continuity of care through the usage of a coordinated network team and processes. Local MAT Treatment Site(s) will provide referrals for other behavioral health and ancillary services necessary to address the individual's holistic medical and recovery needs, including tobacco cessation services when appropriate. Build, strengthen, and maintain referral relationships between Initiation Site and Local MAT Treatment Site(s).
- i. Maintaining up to 2.0 FTEs to cover the required functions listed below at the Initiation Site (individual staff may perform multiple functions. Subcontracting can be used to provide staffing at Local MAT Treatment Site(s). Specific staffing arrangements will be determined by Initiation Site.
 - (1) OTN Nurse Care Manager (NCM): The NCM's primary responsibilities are to provide medical support to the prescribing physicians or other waived practitioners. Duties of the NCM will include, but are not limited to: individual screening, MAT education, assisting with MAT inductions, taking vital signs, drug testing, lab work, medical assessments, charting, care planning, stabilization, observation and maintenance, ongoing coordination of follow-up care, relapse prevention, and support for an individual's self-management.
 - (2) OTN Care Navigator: The Care Navigator expedites enrollment into Medicaid as necessary, conducts screenings, assessments and evaluations, provides education, and coordinates referrals for MAT (and tobacco cessation services if appropriate). Care Navigators assist with data collection requirements and facilitate referrals for infectious disease screenings, housing, employment services, withdrawal management services, transportation, referral to OUD or behavioral health counseling, and provide a warm hand-off to a MAT provider upon an individual's transfer from any current treatments.
 - (3) OTN Data Collection Coordinator (Coordinator): The Coordinator is responsible for managing all data collection activities and serves as the liaison between the OTN, HCA/DBHR and The Department of Social and Health Services Research and Data Analysis Division (DSHS/RDA). The Coordinator must become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training), through RDA offered trainings, and be available and responsive to project evaluators.
 - (4) OTN MAT Prescriber: Continue to employ and or contract at least one prescriber and at least one back-up prescriber with a current DATA-2000 Waiver (in case of primary prescriber absence) at the Initiation Site.

- j. Ensuring specific tools, such as job descriptions and statements of work, are developed to ensure consistent practice throughout the OTN.
- k. Obtaining Tobacco Treatment Specialist (TTS) certification by 2 individual staff members completing the 240 post-training service hours required for the certification.
- l. Continuing to Identify, collaborate, and subcontract with Local MAT Treatment Site(s) that are willing to support and embrace MAT and are responsible for providing integrated care that includes therapy, SUD counseling, outreach, MAT education, case management, tobacco cessation services, and/or referral services.
- m. Ensuring policies and procedures are in place throughout the OTN to mitigate medication diversion. DBHR has the discretion to review the policies and procedures upon request.
- n. Securing and maintain release-of-information forms that meet federal confidentiality regulations and allow the release of patient identifying information between Initiation Site and Local MAT Treatment Site(s) and to DSHS RDA for the purpose of program monitoring and performance evaluation.
- o. Working collaboratively with the University of Washington Alcohol and Drug Abuse Institute Technical Assistance staff to identify training needs and participate in peer-to-peer and educational learning opportunities including the utilization of EBPs.
- p. Meeting, at a minimum, monthly (phone or in-person) with the HCA Contract Manager, SOR Project Director, or Treatment Manager to discuss project contract requirements, compliance, technical assistance needs, and problem-solving.
- q. Ensuring the use of a certified electronic health record system, and review of the Prescription Monitoring Drug Program data, when available and appropriate. DBHR may review this system upon site visit(s).
- r. Ensuring patient assessments utilized for MAT treatment services are consistent and transferable across the Opioid Treatment Network (OTN).

s. Data Collection Requirements shall include:

(1) Government Performance and Results Act (GPRA):

- (a) OTNs are required to have staff collect data on all individuals receiving services at the Initiation Site (and subsequent MAT services received). The data collection consists of multiple individual interviews and a participant log. Initiation Sites are responsible for ensuring data collection for individuals prior to and after warm hand-offs, including coordination of data collection with Local MAT Treatment Site(s) staff.
- (b) Participant interviews are based on the GPRA Client Outcome Measures Tool.¹ OTN staff will conduct face-to-face interviews, compile answers, and enter the results into the web-based, SAMHSA Performance Accountability and Reporting System (SPARS) or alternative data collection system.² OTN staff must collect survey data at four points for each individual served:
- (c) Intake: GPRA Baseline interview is to be completed as soon as possible with every individual who begins MAT at a facility in your network.
- (d) Six-month follow-up: completed one month before to two months after the scheduled follow-up date—regardless of individual discharge status. OTNs failing to complete 80 percent of follow-up surveys must submit corrective action plans and demonstrate improved performance.
- (e) Discharge: to be completed within 15 days for all individuals leaving treatment. Administrative discharges (without interviews) are required for individuals lost to follow-up.
- (f) SAMHSA's Performance Accountability and Reporting System (SPARS) accounts, online training, and survey templates will be provided to OTNs (unless an alternative system is identified); Project Evaluation (RDA) will provide OTN staff with technical assistance as needed.
- (g) GPRA Client Outcome Tool Implementation Delay: There will be a delay in implementation of the GPRA tool. Sites will not be considered out of compliance during this delay period by SAMHSA. RDA and SOR Treatment Manager will inform Initiation Sites of the required start dates for GPRA data collection and training.

¹ https://www.samhsa.gov/sites/default/files/GPRA/sais_gpra_client_outcome_instrument_final.pdf A shorter version of this instrument will be used for this grant, however, it has not yet been finalized.

² Your staff must enter surveys into SPARS within seven days. When the interview takes place, say, prior to or after induction, will depend on the setting, individuals, and workflows.

- (2) DSHS Research and Data Analysis (DSHSRDA: Maintain and submit monthly through a secure DSHS portal to RDA, a participant data log template (to be provided) from the Initiation Site only that includes, but is not limited to the following for every new MAT treatment episode:

First name, last name and middle initial; date of birth; Social Security Number; gender; race; ethnicity; treatment start date (induction date); MAT drug prescribed (methadone, Bup-mono, Bup-combo, Naltrexone-Injectable; Naltrexone-Oral), transfers to Local MAT Provider, discharge date and discharge status (completed, transferred or lost to follow up).
 - (3) HCA/DBHR: Submit a Monthly Report as detailed in the Deliverables Table with the invoice to the HCA/DBHR Contract Manager, including, but not limited to: the number of individuals inducted and successfully transferred to local MAT treatment, barriers and successes, technical assistance needs and staff changes.
- t. Promoting abstinence from tobacco products (except with regard to accepted tribal traditional practices) and integrating tobacco cessation strategies, medications and services in coordination with the Washington State Department of Health's (DOH's) Tobacco and Vapor Product Prevention and Control Program (TVPPCP).
- (1) Training of two (2) staff as Tobacco Treatment Specialists (TTS)s to incorporate tobacco cessation as part of treatment (direct training costs will be covered by DOH, and the 240 service hours required for TTS certification are eligible for partial reimbursement through this contract).
 - (2) General tobacco-free training of three (3) additional staff on the best practices of tobacco use screening and cessation counseling with individuals in SUD treatment, including training on cross-addiction, application of the Screening, Brief Intervention, and Referral to Treatment (SBIRT) model of SUD treatment to the Ask, Advise, and Refer model of nicotine dependence treatment.
 - (3) Ongoing technical assistance from TVPPCP for tobacco cessation practices and implementation of tobacco-free facility policies.
- u. Participating in a pilot program in which patients are referred for tailored, augmented tobacco cessation services through the Washington State Tobacco Quitline (WAQL). This pilot program will include the following:
- (1) Training of staff on WAQL referral and feedback reporting processes.
 - (2) Provision of augmented tobacco cessation services, including up to seven (7) telephone counseling calls and 12 weeks of nicotine replacement therapy, annually, per individual.
 - (3) Reporting of patients' tobacco cessation progress.

- v. Assisting in the preparation of reports (e.g., SAMHSA Annual Report, SAMHSA Bi-annual Report) and other data requested by SAMHSA, their designee, or the HCA Contract Manager.
- w. Ensuring the utilization of third party and other revenue realized from provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, or for services that are not sufficiently covered by an individual's health insurance plan. Facilitate the health insurance application and enrollment process for eligible uninsured clients.

2. **Deliverables Table:**

	Deliverable	Due Date	Up to
1	Tobacco Treatment Specialist (TTS) 4 Day Training – two (2) staff with achievement of certification. Show proof of achievement certificate to HCA Contract Manager.	October 31, 2019	\$15,000 per staff up to a total of \$30,000
2	Tobacco Treatment Specialist (TTS) 1 Day Training – two (2) staff with achievement of certification. Show proof of achievement certificate to HCA Contract Manager.	October 31, 2019	\$11,382 per staff up to a total of \$22,764
3	Monthly Reports to HCA Contract Manager including the items listed in 1.s.(2) and (3) of this Schedule B Statement of Work as well as updates on progress, number of unique individuals served, and Monthly Reports to RDA, compiled data of Local MAT Treatment Site referrals and services including the breakdown of agonists and antagonists (\$12,500 per month x 12 months = \$150,000)	Due by the second Wednesday of the month following the month in which services were provided	\$12,500 per month up to a total of \$150,000
4	Tobacco Treatment Specialist (TTS) certification – This will partially reimburse OTN contractors for provider time spent counseling clients, after completing the 240 post-training service hours required for the certification.	Payable in the month in which certification was received, not later than September 29, 2020.	\$13,000
5	Provision of services to a minimum of 15 unique individuals per month, starting October 2019 (15 individuals per month x 12 months x \$1,000= \$180,000) (Payment will be prorated if minimum numbers are not met)	Due by the second Wednesday of the month following the month in which services were provided	Up to \$15,000 per month up to a total of up to \$180,000
6	Benchmark payment for serving 180 unique individuals (an average of 15 unique individuals per month) and meet an overall individual retention of 50% over the period covered by this Contract. Note: If this benchmark payment is earned, Contractor shall also be entitled to bill, up to the maximum amount that remains available for payment under Deliverable 6 , a pro rata payment of \$1,000 for each unique individual whom Contractor has served but for whom payment could not be received under the payment terms applicable to Deliverable 5. In no event shall more than a total of \$200,000 be payable under this Deliverable 6 combined with payment under Deliverable 5.	September 29, 2020	\$20,000
7	Development of a written sustainability plan to ensure continued program services at the end of SAMHSA funding presented at a site visit prior to the end of the grant cycle.	September 29, 2020	\$15,000
	TOTAL		\$430,764

3. **Federal Award Identification (reference 2 CFR 200.331) – SOR Grant CFDA#93.788**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Franklin County Jail
(ii) Subrecipient's unique entity identifier; (DUNS)	070403969
(iii) Federal Award Identification Number (FAIN);	H79TI081705
(iv) Federal Award Date (see §200.39 Federal award date);	9/19/18
(v) Subaward Period of Performance Start and End Date;	12/31/2018 to 09/29/2019
(vi) Amount of Federal Funds Obligated by this action;	\$417,764
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$780,764
(viii) Total Amount of the Federal Award;	\$21,573,093
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Washington State Opioid Response (SOR) Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment Washington State Health Care Authority Division of Behavioral Health and Recovery Michael Langer, Director Post Office Box 45330 Olympia, WA 98504-5330
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.788
(xii) Identification of whether the award is R&D; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	de minimis (10%)