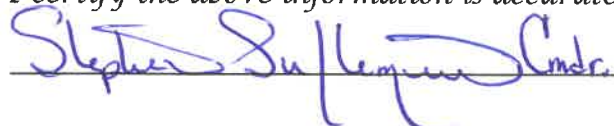


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 06/21/22	PREPARED BY: Lori Schmidt
Meeting Date Requested: 06/28/22	PRESENTED BY: Stephen Sultemeier
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Washington State Health Care Authority Contract Amendment # 2	
FISCAL IMPACT: Medication Assisted Treatment (MAT) Grant increase of \$12,500. Amendment start date of July 1, 2022 thru Sept 29, 2022	
BACKGROUND: Washington State Health Care Authority has awarded additional grant funds to Franklin County to assist with jail medical costs for the treatment of offenders coming into the Franklin County Corrections Center, who may have opioid use disorders and/or other addiction issues. This additional funding is to help offset the cost of prescriptions at the Franklin County Corrections Center.	
RECOMMENDATION: Move to approve the Washington State Health Care Authority Contract # K4869 Contract Amendment # 2 between Franklin County Sheriff's Office and Washington State Health Care Authority.	
COORDINATION: Jim Raymond Stephen Sultemeier	
ATTACHMENTS: Washington State Health Care Authority (HCA) Amended Contract #K4869 # 2	
HANDLING / ROUTING: Return one original contract to Corrections to send out to the HCA.	

I certify the above information is accurate and complete.

 Name, Title

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

RE: A RESOLUTION TO APPROVE THE WASHINGTON STATE HEALTH CARE AUTHORITY CONTRACT AMENDMENT NUMBER K4869-02, BETWEEN FRANKLIN COUNTY AND THE WASHINGTON STATE HEALTH CARE AUTHORITY

WHEREAS, Franklin County has previously agree to accept the Washington State Health Care Authority Grant by Resolution 2021-297; and,

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

WHEREAS, the Washington State Health Care Authority has awarded a supplemental grant award for and additional \$12,000 to Franklin County to aid in prescription costs; and,

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED Franklin County Board of Commissioners does hereby approve the Washington State Health Care Authority Contract # K4869 to run July 1, 2022 to September 29, 2022

APPROVED this 28st day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Tem


Member

ATTEST:

Clerk to the Board

*Originals: Commissioners Office
Copy: Sheriff's Office*

Pdf. ADCOMM Engineering Company – County Administrator

		CONTRACT AMENDMENT	HCA Contract No.: K4869 Amendment No.: 02
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 Correction's Center	
CONTRACTOR ADDRESS 1016 North 4th Avenue Pasco, WA 99301-3706		CONTRACTOR CONTRACT MANAGER Name: James Raymond Email: jraymond@franklincountywa.gov	
AMENDMENT START DATE July 1, 2022		CONTRACT END DATE September 29, 2022	
Prior Maximum Contract Amount \$949,243.	Amount of Increase \$12,500.	Total Maximum Compensation \$961,743.	

WHEREAS, HCA and Contractor previously entered into a Contract for to create a strong treatment and recovery support referral network and increase access to and utilization of Medication for Opioid Use Disorder (MOUD) care., and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3, *Amendments*, to incorporate additional funding for the continuation of Contingency Management services;

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

1. Section 3.4, *Invoice and Payment*, is replaced in its entirety with the following:

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, contractor must register with the statewide payee desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted to megan.fowler@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:
 - a. The HCA Contract number;
 - b. Contractor name, address, phone number;
 - c. Description of services;

- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;
- g. Total invoice price; and
- h. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

- 3.4.5 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

- 3.4.6 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion

2. Section 3.7, *Incorporation of Documents and Order of Precedence*, is amended to read as follows:

3.7 Incorporation of Documents and Order of Precedence

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.7.1 Applicable Federal and State of Washington statutes and regulations;
- 3.7.2 Recitals;
- 3.7.3 Special Terms and Conditions;
- 3.7.4 General Terms and Conditions;
- 3.7.5 Attachment 1: Confidential Information Security Requirements;
- 3.7.6 Attachment 2: Federal Compliance, Certifications and Assurances;
- 3.7.7 Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form;
- 3.7.8 Attachment 4-A: SAMHSA Award Terms;
- 3.7.9 Attachment 5: SOR 2020 Special Terms;
- 3.7.10 Attachment 6-A: Federal Award Identification for Subrecipients - 9/30/2020;
- 3.7.11 Attachment 6-B: Federal Award Identification for Subrecipients - 9/30/2021;
- 3.7.12 Schedule A(s): Statement(s) of Work;
- 3.7.13 Exhibit A-1: Definitions Specific to Special Terms;
- 3.7.14 Exhibit B: 15 CLAS Principals; and

3.7.15 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3. Attachment 2, Federal Compliance, Certifications, and Assurances, Section I., Federal Compliance, subsection a. is amended to read as follows:
 - a. Source of Funds SOR II: This Contract is being funded partially or in full through Cooperative Contract number 1H79TI083286-01, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788 in the amount of \$457,955. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K4869.
4. Attachment 2, *Federal Compliance, Certifications, and Assurances*, Section I., *Federal Compliance*, a new subsection is added as follows:
 - b. Source of Funds SOR II: This Contract is being funded partially or in full through Cooperative Contract number 1H79TI083286-01, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788 in the amount of \$457,955. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K4869-01.

All remaining sections are subsequently renumbered and internal references updated.

5. A new Attachment 5, SOR 2020 Special Terms, is attached hereto and incorporated therein.
All remaining sections are subsequently renumbered and internal references updated.
6. Attachment 5, *Federal Award Identification for Subrecipients*, is removed and replaced with Attachments 6-A, *Federal Award Identification for Subrecipients - 9/30/2020*, and 6-B, *Federal Award Identification for Subrecipients - 9/30/2021*, attached hereto and incorporated therein.

All remaining attachments are subsequently renumbered and internal references updated.

7. Schedule A-1, *Statement of Work*, Section 2, *Reporting*, subsection 2.12, *Contingency Management*, is amended to read as follows:
 - 2.12. Contingency Management (CM): Among patients receiving medication for OUD, provide evidence of a screening for Stimulant Use Disorder, and if screened in, a warm hand-off for referral to services to address Stimulant Use Disorder. All efforts must be documented in the patient's record. Use of Contingency Management must be utilized at a rate of no more than \$75. per person / per year from SOR II grant funds before utilizing \$225. per person / per year from proviso funds for individuals with Stimulant Use Disorder. CM treatment must be implemented using core elements from the Washington State University CM Model and staff providing CM program oversight must have attended the Contingency Management for Stimulant Use Disorder training developed by WSU and approved by HCA.

Contract funding for Contingency Management may be utilized as identified below provided Contractor receives approval from the HCA Contract Manager before purchase and/or use of funds.

2.12.1 SOR II Grant Funds may be used as follows:

- 2.12.1.1 **Noncash Incentives:** including but not limited to pre-paid cards, certificates, or vouchers for transportation, cell phone minutes, grocery stores,

restaurants, various entertainments, prizes for CM activities, and other similar items as approved.

2.12.2 Proviso Funds may be used for either of the following:

2.12.2.1 **Incentives:** Cash incentives and/or noncash incentives, including but not limited to pre-paid cards, certificates, or vouchers for transportation, cell phone minutes, grocery stores, restaurants, various entertainments, prizes for CM activities, and other similar items as approved.

2.12.2.2 **Program Resources:** May be spent towards CM program resources not listed above.

8. Schedule A-1, *Statement of Work*, Section 3, *Considerations*, subsection 3.2, *Deliverables Table*, a new subsection heading is added for clarity of applicable performance period.

3.2. Deliverables Table:

3.2.1 September 30, 2021 – September 29, 2022

9. Schedule A-1, *Statement of Work*, Section 3, *Considerations*, subsection 3.2, *Deliverables Table*, a new subsection is added as follows:

3.2.2 July 1, 2022 – September 29, 2022

Deliverable		Due Date	Up To
1	Contingency Management <ul style="list-style-type: none"> b. and c. Proviso funds: <ul style="list-style-type: none"> - up to \$12,500 for 7/1/2022 - 9/29/2022 Contractor will provide updates on monthly reports. 	Due by the second Wednesday of the month following the month in which services were provided.	Up to \$12,500.
Total Proviso Funding for 7/1/2022 – 9/29/2022			\$12,500.
TOTAL MAXIMUM CONTRACT AMOUNT			\$961,743.

10. All references to "DBHR Contract Manager" are amended to "HCA Contract Manager" to align references within the Contract with references on the Contract Cover Page.

11. This Amendment will be effective July 1, 2022 ("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 both parties.

CONTRACTOR SIGNATURE DocuSigned by: <i>James Raymond</i>	PRINTED NAME AND TITLE James Raymond Franklin County Sheriff	DATE SIGNED 6/9/2022
HCA SIGNATURE DocuSigned by: <i>Rachelle Arnette</i>	PRINTED NAME AND TITLE Rachelle Arnette Contracts Administrator	DATE SIGNED 6/8/2022

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Attachment 5

SOR 2020 Special Terms

If the funding for this Contract work should fall under the State Opioid Response (SOR) Award Terms outlined below the Contractor must comply with the requirements of those terms as they would apply to HCA.

1. SOR Award Terms.

- 1.1** Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine). Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- 1.2** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. §75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory ... requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under and FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Attachment 6-A**Federal Award Identification for Subrecipients - 9/30/2020 (reference 2 CFR 200.331)
Washington State Opioid Response II (SOR II) Grant**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Franklin County Sheriff's Office
(ii) Subrecipient's Unique Entity Identifier; (UEI)	NLNDCYX3NLQ8
(iii) Federal Award Identification Number (FAIN);	H79TI083286-01
(iv) Federal Award Date (see §200.39 Federal award date);	8/27/2020
(v) Subaward Period of Performance Start and End Date;	9/30/2020 – 9/29/2021
(vi) Amount of Federal Funds Obligated by this action;	\$457,955.
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$457,955.
(xiii) Total Amount of the Federal Award;	\$27,173,792.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Washington State Opioid Response II Grant (SOR II)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(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 - Opioid Response Grants
(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 minimus (10%)

Attachment 6-B
Federal Award Identification for Subrecipients - 9/30/2021 (reference 2 CFR 200.331)
Washington State Opioid Response II (SOR II) Grant

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Franklin County Sheriff's Office
(ii) Subrecipient's Unique Entity Identifier; (UEI)	NLNDCYX3NLQ8
(iii) Federal Award Identification Number (FAIN);	H79TI083286-01
(iv) Federal Award Date (see §200.39 Federal award date);	8/9/2021
(v) Subaward Period of Performance Start and End Date;	9/30/2021 – 9/29/2022
(vi) Amount of Federal Funds Obligated by this action;	\$457,955.
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$915,910.
(xiii) Total Amount of the Federal Award;	\$27,173,792.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Washington State Opioid Response II (SOR II) Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(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 - Opioid Response Grants
(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 minimus (10%)