

**AGREEMENT BETWEEN COUNTY OF LAKE AND HEALTH
MANAGEMENT ASSOCIATES FOR SUPPORT SERVICES FOR
CONSULTING SERVICES FOR FISCAL YEAR 2023-24**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Health Management Associates, hereinafter referred to as “Contractor,” or “HMA,” collectively referred to as the “parties.”

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Health Management Associates shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on **December 1, 2023, and shall terminate on June 30, 2024, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services**”. **Compensation to Contractor shall not exceed Forty-Four Thousand, Five Hundred and Fifty-One Dollars (\$44,551.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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County of Lake
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones, MA
Deputy Director, Administration

Health Management Associates
120 North Washington Square
Suite 705
Lansing, MI 48933

Attn: Kelly Johnson
Chief Administrative Officer

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C**, titled, "**Compliance Provisions**," attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

HEALTH MANAGEMENT
ASSOCIATES

Chair
Lake County Board of Supervisors
Date: _____

Kelly Johnson
Chief Administrative Officer
Date: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By:  _____

By: _____

Date: 12/21/2023
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Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. **DESCRIPTION OF SERVICES.** On behalf of County, Contractor agrees to provide the following support services for Managed Care:

- Host a virtual project kickoff meeting with Lake County Behavioral Health
- Facilitate 30-minute biweekly HMA/Lake County Behavioral Health project management virtual meetings (ongoing)
- Establish a core group or steering committee and facilitate monthly, one-hour virtual meetings (ongoing)
- Review background materials
- Conduct research and provide data on OUD
- Finalize a timeline for naloxone distribution (via new vending machines)
- Conduct six virtual key stakeholder interviews
- Facilitate three four-hour in-person community work sessions
- Conduct one electronic community survey in Qualtrics
- Conduct one virtual community listening session
- Write and finalize a report with recommendations for funding priorities based on community engagement activities (June 2024)

Stakeholder Engagement

Stakeholder and community engagement are key to meeting all the goals articulated in the RFP. HMA's stakeholder and community engagement will capture regional differences in perspectives, needs, and service utilization and ensure the inclusion of individuals from hard-to-engage subpopulations, including beneficiaries of direct services, system participants, and people who experience disparities.

The values driving our inclusive community process include the following:

- Leading with transparency through proactive, regular, and direct communication and a willingness to name the "uncomfortable" so we can discuss it
- Sharing power by acknowledging and naming our personal and professional positionality and identifying and questioning power structures
- Practicing active accountability by addressing harms and working toward proactive reconciliation
- Centering humanity by focusing on relationships, showing up with love for one another, seeing the whole person, and remembering we are more than data points

HMA will work with Lake County Behavioral Health to ensure an effective and inclusive process. At the start of the process, the HMA team will facilitate a kickoff meeting with the Lake County Behavioral Health team to review the project scope and confirm deliverables. These early conversations will focus on the county's goals and objectives for the process and the eventual deliverable.

Virtual Key Informant Interviews

HMA will conduct up to six key informant interviews with stakeholders to inform the steps in this process. The goal will be to elicit insights about current and anticipated needs and opportunities, as well as feedback on the importance of this work in strengthening the community. When soliciting the input and expertise of stakeholders, we will use a semi-structured interview protocol to guide our interactions and encourage frank and creative input.

Informant interviews also provide an opportunity to ask more pointed and tailored questions of individuals designated due to their specific position, knowledge, or perspective. For example, informant interviews are especially useful to engage agencies representing other components of the ecosystem that

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service individuals with OUD (e.g., public health, behavioral health, managed care, hospital systems, etc.).

Community Survey

HMA will administer an electronic survey to public and private behavioral health service providers and community members in Lake County. The survey is designed to identify gaps, barriers, and unmet needs. It will also provide an opportunity to better understand community perceptions of OUD and recovery programs. HMA would administer the survey in February, with findings shared at the March in-person collaborative meeting.

In-Person Collaborative Meetings

To arrive at and formally adopt an expenditure plan, HMA will organize and conduct **up to three four-hour collaborative meetings**. Team members will facilitate these meetings in person. Having an on-the-ground presence provides for richer discussion and engagement. HMA will work with Lake County Behavioral Health and the opioid coalition to ensure participation from SafeRX and Rising Hope, as well as other identified stakeholders. The culmination of these meetings will achieve consensus on the expenditure plan. The budget includes an allocation for coffee and lunch (\$25 per person) for up to 30 participants in each working session.

The approach to meeting facilitation is centered on the values of participatory decision-making.¹ These include a central role for the facilitator(s) in:



Encouraging full participation: having group members move beyond self-censorship to fully participate in discussing issues in a respectful and supportive atmosphere that acknowledges the diversity of opinions and backgrounds inherent to group settings



Promoting mutual understanding: maintaining impartiality and showcasing the value of multiple points of view and the need to be fully understood to reach sustainable group agreements



Fostering inclusive solutions: searching relentlessly for innovative ideas that incorporate everyone's point of view, weaving together different perspectives and contributions to arrive at sound decisions that go beyond the status quo and conventional thinking



Creating a culture of shared responsibility: coaching groups to move from deference to positional leadership toward distributed leadership and authentic collaborative problem-solving that empowers the entire group to take appropriate risks, self-manage, and own their group decisions collectively

HMA process is attentive to what needs to happen before, during, and after a session to ensure participants have the information and resources they need for full engagement. HMA brings extensive experience managing the logistical components of delivering effective meetings, including advanced scheduling, participant correspondence, stakeholder outreach, and customization of registration and evaluation forms. In designing sessions, HMA works closely with our points of contact to co-develop annotated meeting agendas that call out roles, responsibilities, time frames, content, activities, and supportive resources/materials.

HMA believes that project meetings should be efficient, effective, and positive. HMA draws on a variety of approaches for discussing issues and making decisions, emphasizing the trust-building necessary to move beyond polarization and toward a better understanding of issues and creative thinking. In practice, this includes the following:

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- Co-developing norms early in the engagement and revisiting norms at regular intervals and as needed
- Establishing clear procedural expectations (decision-making and communication, emotion recognition and regulation)
- Leveraging subject matter experts to help ground conversations in fact, research, and evidence
- Punctuating large-group discussions with small-group discussions as well as opportunities for self-reflection and sharing in pairs
- Utilizing structured consensus processes to move beyond discussion paralysis and binaries to chart a path forward at decision points
- Gathering real-time participant feedback (e.g., plus/delta activities or polls) to inform future session design
- Documenting and disseminating discussion highlights, agreements, and next steps, including a summary of each meeting

Data and Research

An environmental scan is a key element of our priority-setting process, where we collect and analyze information about the larger health and social service ecosystem in Lake County. It is critical that the stakeholders are informed with current data. For example, Lake County experienced 31 opioid-related overdose deaths in 2021, the most recent full year of data available. The annual age-adjusted mortality rate for 2021 was 49.84 per 100,000 residents, an increase of 54 percent from 2019.²

HMA will use a multifaceted approach to gather the information that will inform the stakeholder engagement strategy, including quantitative and qualitative data collection from relevant literature on strategies to reduce overdose deaths. HMA will use our findings to identify domains of inquiry for stakeholder engagement and determine areas of emphasis. HMA will do the following:

- Review and analyze the most recent Lake County data from the California Overdose Surveillance Dashboard published by the California Department of Public Health
- Review and analyze the most recent Lake County data provided by Lake County Behavioral Health
- Scan relevant county agency and community needs assessments in the areas of OUD, housing, behavioral health, etc.

Development of the Opioid Fund Expenditure Plan

HMA will triangulate data from the various stakeholder engagement methods described above, documenting both the prevalence and intensity of expressed needs to inform decision-making. HMA will focus on identifying common trends and themes relevant to improving equitable access to services and addressing community needs, differentiated, as appropriate, for subpopulations in Lake County.

HMA will analyze the capacity, available resources, and demographic trends of the OUD population in Lake County. HMA will provide an analysis of current strategies, challenges, proposed actions, and desired outcomes, including identifying current activities that are most effective in addressing OUD needs across a continuum of care (prevention, mild to moderate, and severe). HMA will share analytic findings in the form of a written short report of findings and vet them with the collaborative meeting attendees. During the activities listed above, HMA is confident that many key needs relevant to OUD will surface. At this point, HMA will conduct a gap analysis to determine what current practices are and how best

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practices might supplement or modify them to close the gap between what is and what can and should be in terms of addressing OUD.

HMA will provide priority recommendations to ensure Lake County Behavioral Health utilizes half the funds for HIAA, as defined by the California Department of Health Care Services. HIAA will focus on the following six goals:

1. Using funds as matching funds or operational costs for SUD facilities with an approved project within the Behavioral Health Continuum Infrastructure Program
2. Creating or expanding SUD treatment infrastructure within the community
3. Addressing the needs of communities of color and marginalized populations (such as the unhoused) that are disproportionately impacted by SUD
4. Diverting people with SUD from the justice system into treatment options
5. Developing interventions that target underserved youth
6. Purchasing and distributing naloxone, with a focus on expanding access to combat acute opioid overdose

HMA will write and finalize a report with recommendations for funding priorities based on community engagement activities.

Timeline

TABLE 1. WORK PLAN AND TIMELINE

Timeline/Activities	2023		2024					
	N	D	J	F	M	A	M	J
Project Management								
Host a kickoff meeting		■						
Facilitate 30-minute biweekly HMA/Lake County Behavioral Health meetings	■	■	■	■	■	■	■	■
Facilitate monthly, one-hour virtual steering committee meetings	■	■	■	■	■	■	■	
Naloxone vending machine installation						■	■	
Data and Research								
Conduct research and provide current data on OUD		■	■	■	■			
Community Engagement								
Conduct six stakeholder interviews		■						
Facilitate three four-hour in-person community work sessions			■	■	■			
Conduct one electronic community survey				■				
Report survey findings to collaborative meeting participants						■		
Conduct one virtual community listening session						■		
Expenditure Plan								
Draft plan						■	■	
Finalize plan								■

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing and shall be itemized and formatted to the satisfaction of the County.

2.2 Contractor shall bill County on or before the fifteenth (15th) working day of the month following the month in which specialty services were provided.

2.3 Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.

2.4 County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than thirty (30) days after the date Contractor provides the services, or more than thirty (30) days after this Agreement terminates, whichever is earlier.

2.6 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

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4. **PAYMENT TERMS.** County shall reimburse Contractor for services provided per the schedule below:

	HMA Labor Cost	HMA Travel Labor Cost	Total Labor Cost
Task 1: Kickoff and Ongoing Project Management Meetings	\$5,684		\$5,684
Task 2: Community Engagement	\$18,482	\$4,356	\$22,838
Task 3: Expenditure Plan	\$6,247		\$6,247
Overall Project Management			\$5,267
Total HMA Labor Cost			\$40,036
Community Meeting Expenses			
Coffee and Lunch (30 participants x \$25 x 3 meetings)			\$2,250
Travel Expenses			
Total Travel Cost			\$2,265
Total Project Cost			\$44,551

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EXHIBIT C – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor and County shall each indemnify and defend the other's officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by either party, whether for damage to or loss of property, or injury to or death of person, including properties of either party and injury to or death of each other's officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of either party.

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5. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

6. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

7. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this Agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

8. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

9. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

10. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees,

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and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

11. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County, without exception or reservation.

12. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

13. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

14. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

15. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

16. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.

18. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health; and upon a request, a copy of the County's investigation shall be

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made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

19. **OVERSIGHT.** Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(c)(3) and CCR, Title 9, Section 1810.380 and 1810.385. Remedies in instances where the State Department of Health Care Services or the County Mental Health Plan determine the subcontractor has not performed satisfactorily and right to audit will exist through 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later.

20. **NON-APPROPRIATION.** In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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