

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

RESOLUTION _____

**RESOLUTION APPROVING THE AMENDMENT A01 TO THE STANDARD AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE DEPARTMENT OF HEALTH CARE
SERVICES FOR THE PERIOD OF MAY 1, 2013 THROUGH JUNE 30, 2017 AND
AUTHORIZING THE BEHAVIORAL HEALTH ADMINISTRATOR
TO SIGN THE AMENDMENT**

RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE
STATE OF CALIFORNIA, THAT IT FINDS, DETERMINES AND HEREBY DECLARES, that the
Amendment A01 to the Standard Agreement between the County of Lake (hereinafter referred to as
"Contractor") and the Department of Health Care Services (hereinafter referred to as "DHCS") for the
period of May 1, 2013 through June 30, 2017 is hereby agreed upon by both the Contractor and DHCS.

WHEREAS, as Centers for Medicare and Medicaid Services (CMS) promulgated revisions to
the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) and some of the
revised managed care plan regulations applicable to PIHPs became effective July 1, 2017; and

WHEREAS, CMS requires all PIHPs to enter into a contract, which contains revised managed
care regulations applicable to PIHPs, with their respective state Medicaid agency effective July 1, 2017
as a condition of payment of federal financial participation (42 C.F.R. 438.8025(a); and

WHEREAS, Agreement 12-89369 contains the required revised managed care regulations
applicable to PIHPs and is effective as of July 1, 2017 and this Agreement is currently effective until
April 30, 2018; and

WHEREAS, the parties wish to avoid having a period where this Agreement and Agreement
12-89369 are simultaneously effective; therefore, the parties wish to have this agreement expire
effective June 30, 2017; and

WHEREAS, all other terms and conditions shall remain the same.

THEREFORE, the Board of Supervisors of the County of Lake hereby authorizes the
Behavioral Health Administrator to sign said Standard Agreement on behalf of the County of Lake. A
certified copy of this Resolution shall be delivered to the Lake County Auditor/Controller and the
Behavioral Health Department.

THIS RESOLUTION was passed and adopted by the Board of Supervisors of the County of
Lake at a regular meeting thereof on the _____ day of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

COUNTY OF LAKE

By: _____
Deputy

Chair, Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 03/18)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number 12-89369	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name (Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

Contractor's Name (Also referred to as Contractor)

Lake County Mental Health Department**2. The term of this Agreement is:** May 1, 2013
through June 30, 2017**3. The maximum amount of this** \$ 16,200,546
Agreement after this amendment is: Sixteen Million Two Hundred Thousand Five Hundred Forty-six Dollars**4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:****I.** The effective date of this amendment is June 30, 2017.**II.** Whereas, the Centers for Medicare and Medicaid Services (CMS) promulgated revisions to the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) in the Federal Register, Vol. 81, No. 88, May 6, 2016;

Whereas, Contractor is a PIHP;



Whereas, some of the revised managed care plan regulations applicable to PIHPs became effective July 1, 2017;

Whereas, the CMS requires all PIHPs to enter into a contract, which contains revised managed care regulations applicable to PIHPs, with their respective state Medicaid agency effective July 1, 2017 as a condition of payment of federal financial participation (42 C.F.R. 438.802(a));

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
Lake County Mental Health Department		
By (Authorized Signature)	Date Signed (Do not type)	
 Printed Name and Title of Person Signing Todd Metcalf, Behavioral Health Administrator		
Address P.O. Box 1024 Lucerne, CA 95458-1024		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature)	Date Signed (Do not type)	
 Printed Name and Title of Person Signing		
Address 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		<input checked="" type="checkbox"/> Exempt per: W&I Code §14703

Whereas, Agreement 12-89369 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until April 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 12-89369 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

III. This Agreement is amended to expire effective June 30, 2017.

IV. All other terms and conditions shall remain the same.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Lake County Behavioral Health Department</i>		<i>Federal ID Number</i> <i>94-6000825</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Todd Metcalf, Behavioral Health Administrator</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Lake</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Lake County Mental Health Department		94-6000825
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Todd Metcalf, Behavioral Health Administrator		
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Lake, California	