

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency mlt

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE March 22, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract Amendment 08-85137 A01 with the State of California Department of Health Care Services for Medi-Cal Administrative Activities (MAA) - Health Services Agency

STAFF RECOMMENDATIONS:

1. Approve the Contract Amendment 08-85137 A01 with the State of California Department of Health Care Services for Medi-Cal Administrative Activities (MAA) for the period of July 1, 2008 through June 30, 2013.
2. Authorize the Health Services Agency (HSA) Managing Director, or her designee, to sign the contract amendment.

FISCAL IMPACT:

The original term of this contract is from July 1, 2008 through June 30, 2011. The proposed amendment extends the contract for two additional years through June 30, 2013, and increases the maximum allowable allocation by \$2M. The contract base allocation and amended increase are sufficient for the expected activity for our County. The anticipated contract revenue for MAA activities is estimated to be \$1,190,000 annually.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-175

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

The Health Services Agency (HSA) is estimated to invoice approximately \$900,000 annually. Behavioral Health and Recovery Services (BHRS) is estimated to invoice \$150,000 annually. The Ceres Partnership for Healthy Children and Stanislaus Multi-Cultural Community Health Coalition/West Modesto King Kennedy Neighborhood Collaborative are estimated to invoice \$70,000 each annually. These funds will be passed through HSA to the community-based organizations, less an administrative allowance of 10%. The revenue and appropriations applicable to this contract will be included in the Health Services Agency Budget Years 2011-2012 and 2012-2013 proposed budgets, respectively.

DISCUSSION:

Medi-Cal Administrative Activities (MAA) provides outreach and information to individuals either currently covered by or eligible for Medi-Cal to enroll them into Medi-Cal covered services and to provide them with information on medical providers.

Medi-Cal Administrative Activities (MAA) covers residual administrative activities, which are not paid by regular Medi-Cal fee for service reimbursements. The program, under the Center for Medicare and Medicaid Services, brings in additional federal dollars to help cover the costs of outreach, providing information, program planning and other administrative activities.

Under Title XIX of the Social Security Act, the Department of Health Care Services develops a State Plan which identifies the local governmental agency eligible to participate in this claiming plan. The plan defines the target population, case manager and provider qualifications to be reimbursed for services provided to specific target populations. The Health Services Agency is the locally authorized governmental agency which serves as the lead agency, and provides leadership for all agencies participating in Medi-Cal Administrative Activities programs.

POLICY ISSUES:

Board of Supervisor approval of this contract supports the Board's priorities of A Healthy Community and Effective Partnerships, as it will enable federal reimbursements for healthcare related outreach services to our community.

STAFFING IMPACT:

There is no staffing impact associated with this request.

DEPARTMENT CONTACT:

Colleen Woolsey, Associate Director-Public Health – (209) 558-6833.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A_DHCS (1/08)

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

Agreement Number 08-85137	Amendment Number A01
Registration Number: <u>eP1140623 Change 1</u>	

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

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name Stanislaus County	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2008 through June 30, 2013
3. The maximum amount of this Agreement after this amendment is: \$ 24,500,000
 Twenty Four Million Five Hundred Thousand 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. **Amendment effective date:** June 29, 2011
 - II. **Purpose of amendment:** This amendment extends the contract term for two years and increases the total budget to compensate the Contractor for performing services in Year 4 and 5. DHCS is obtaining a continuation of services identified in the original agreement.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., **Strike**).
 - IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read July 1, 2008 through ~~June 30, 2014~~ June 30, 2013. All references to the former contract term of July 1, 2008 through June 30, 2011 in any exhibit incorporated into this agreement is hereinafter deemed to read July 1, 2008 through June 30, 2013.
 - V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$2,000,000 and is amended to read: ~~\$22,500,000 (Twenty Two Million Five Hundred Thousand Dollars)~~ \$24,500,000 (Twenty Four Million Five Hundred Thousand Dollars). 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.) Stanislaus County		<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">APPROVED</p> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 5px 0;">APR 14 2011</div> <p style="margin: 0;">DEPT OF GENERAL SERVICES</p> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>2011 APR 27 1 P 2 04</p> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>BOARD OF SUPERVISORS</p> </div> </div>	
By (Authorized Signature) <i>Mary Ann Lee</i>	Date Signed (Do not type) 3/22/11		
Printed Name and Title of Person Signing Mary Ann Lee, Managing Director			
Address 830 Scenic Drive Modesto, CA 95350			
STATE OF CALIFORNIA			
Agency Name Department of Health Care Services		<input type="checkbox"/> Exempt per:	
By (Authorized Signature) <i>Jayna Querin</i>	Date Signed (Do not type) 4/6/11		
Printed Name and Title of Person Signing Jayna Querin, Chief, Contract Management Unit			
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413			

VI. Provision 4 (Amounts Payable), Paragraph A, of Exhibit B-Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$7,500,000.00 for the budget pe riod of 07/01/08 through 06/30/09,
- 2) \$7,500,000.00 for the budget pe riod of 07/01/09 through 06/30/10,
- 3) \$7,500,000.00 for the budget pe riod of 07/01/10 through 06/30/11,
- 4) **\$1,000,000.00 for the budget period of 07/01/11 through 06/30/12.**
- 5) **\$1,000,000.00 for the budget period of 07/01/12 through 06/30/13.**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

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

CCC-307

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>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</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 8103) (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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.