

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

208



FROM: Community Health Agency

SUBMITTAL DATE:
March 1, 2012

SUBJECT: Approve the First Amendment 09-86029 A01 with the State of California Department of Health Services (DHS) Covering Fiscal Years 2012-13, and 2013-14 for Contracted County Medical Administrative Activities (MAA) Allowable for Federal Financial Participation (FFP)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the First Amendment 09-86029 A01 extending the term 2 additional fiscal years for a new term date of July 1, 2009 through June 30, 2014 with the State of California Department of Health Services (DHS) as it pertains to Medi-Cal Administrative Activities (MAA) Allowable for Federal Financial Participation (FFP);
- 2) Direct the Chairperson to execute five (5) Amendments and two (2) Certifications on behalf of the County of Riverside;
- 3) Authorize the Community Health Agency (CHA) Director to enter into Memorandum of Understanding's (MOU's) with various County departments that will claim FFP under this Amendment;
- 4) Authorize receipt of funds into an Agency fund (fund #65720) to be held for distribution; and
- 5) Direct the Director of CHA to collect a proportional amount of monies from participating departments for costs incurred in the coordination of this Agreement.

BACKGROUND ON PAGE 2

Susan D. Harrington

Susan Harrington, Director
Department of Public Health

IM:bw

FINANCIAL DATA	Current F.Y. Total Cost:	\$230,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Federal Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

Debra Cournoyer
BY: _____
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: March 27, 2012
 xc: CHA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *W. E. Kelly*
Deputy

Prev. Agn. Ref.: 6/23/09 3.15, 2/11/03 3.5 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.7

FISCAL PROCEDURES APPROVED
 PAUL ANGIULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 3/12/12
 SAMUEL WONG
 Departmental Concurrence
 DATE: 3/12/12
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* 3/12/12

Dept Recomm.:
Per Exec. Ofc.:

FORM 11

SUBJECT: Approve the First Amendment 09-86029 A01 with the State of California Department of Health Services (DHS) Covering Fiscal Years 2012-13, and 2013-14 for Contracted County Medi-Cal Administrative Activities (MAA) Allowable for Federal Financial Participation (FFP)

PAGE 2

BACKGROUND: On July 21, 1992, the Board of Supervisors authorized the Health Services Agency Director to coordinate SB-910 implementation activities for the County, of which Medi-Cal Administrative Activities (MAA) is a part. On June 23, 2009 Agreement 09-86029 was executed for the term of July 1, 2009 through June 30, 2012, in order to continue participation in the MAA program, this First Amendment with the State Department of Health Services (SDHS) must be signed.

This First Amendment continues to allow the County to receive FFP for Medi-Cal Administrative Activities, via the State's Administrative Plan for eligible clients. The Community Health Agency (CHA) is acting as the single County Agency through which claims will be made under this First Amendment. The CHA is anticipating annual funding of \$230,000 from this contract. A budget adjustment is not required in the CHA Budget. Additionally, annual MAA funds of \$370,000 are distributed to the Public Guardian and Riverside County Regional Medical Center (RCRMC), who are also participating in the program.

STANDARD AGREEMENT AMENDMENT

STD 213A_DHCS (1/08)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

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

Agreement Number 09-86029	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)

Riverside County

2. The term of this **July 1, 2009** through **June 30, 2014**

Agreement is:

3. The maximum amount of this **\$ 80,000,000**

Agreement after this amendment is: **Eighty Million 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, 2012

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, 2009 through ~~June 30, 2012~~ **June 30, 2014**. All references to the former contract term of July 1, 2009 through June 30, 2012 in any exhibit incorporated into this agreement is hereinafter deemed to read July 1, 2009 through June 30, 2014.

V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$32,000,000 and is amended to read: ~~\$48,000,000 (Forty Eight Million Dollars)~~ **\$80,000,000 (Eighty Million Dollars)**.

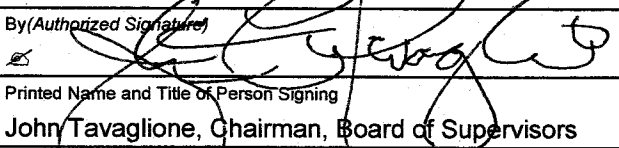

(Continued on next page)

KECIA HARPER-JHEM, Clerk

By: 

All other terms and conditions shall remain the same.

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

CONTRACTOR		DEPUTY CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
Riverside County		
By (Authorized Signature) 	Date Signed (Do not type) 3/27/12	
Printed Name and Title of Person Signing John Tavaglione, Chairman, Board of Supervisors		
Address 4065 County Circle Drive, Room 403 Riverside, CA 92503		<input type="checkbox"/> Exempt per:
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 Jayna Querin, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

FORM APPROVED COUNTY COUNSEL
NEAL R. KIPNIS

VI. Provision 4 (Project Representatives) of Exhibit A-Scope of Work is amended to read as follows:

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services

Riverside County

James "Rob" Williams, Chief
County-Based Administrative Activities Unit
Telephone: (916) 552-9075
Fax: (916) 324-0738
E-Mail: james.williams@dhcs.ca.gov

John Tavaglione, Chairman, Board of
Supervisors
Telephone: (951) 955-1020
Fax: (951) 358-2362
E-Mail: JTavaglione@rcbos.org

B. Direct all inquires to:

Department of Health Care Services

Riverside County

Administrative Claiming Local & Schools
Services Branch
Attention: **Frank Sullivan**
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 552-9052
Fax: (916) 324-0738
E-Mail: frank.sullivan@dhcs.ca.gov

Attention: **Robert Wisdom**
4065 County Circle Drive, Room 403
Riverside, CA 92503

Telephone: (951) 358-5079
Fax: (951) 358-5292

E-Mail: rwisdom@co.riverside.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

VII. Provision 4 (Amounts Payable) 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) \$16,000,000.00 for the budget period of 07/01/09 through 06/30/10,
- 2) \$16,000,000.00 for the budget period of 07/01/10 through 06/30/11,
- 3) \$16,000,000.00 for the budget period of 07/01/11 through 06/30/12,
- 4) \$16,000,000.00 for the budget period of 07/01/12 through 06/30/13,
- 5) \$16,000,000.00 for the budget period of 07/01/13 through 06/30/14,

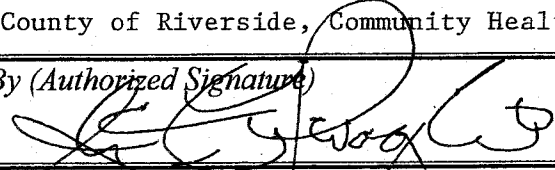
B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VIII. 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> County of Riverside, Community Health Agency		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> John Tavaglione, Chairman of the Board of Supervisors for County of Riverside		
<i>Date Executed</i> 3/27/12	<i>Executed in the County of</i> Riverside, California	

ATTEST:
KECIA HARPER, JHEM, Clerk
DEPUTY

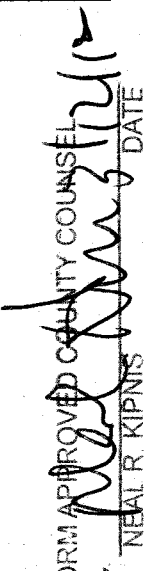
CONTRACTOR CERTIFICATION CLAUSES

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

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS
DATE

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 lesser 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.

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on March 27, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 09-86029 between the Riverside County and Department of Health Care Services providing for: Contracted County Medical Administrative Activities (MAA).

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,
Clerk of the Board

BY: 

Deputy Clerk