



RESOLUTION No. 22-537

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT A01 TO STANDARD AGREEMENT NUMBER 20-10190 WITH THE DEPARTMENT OF HEALTH CARE SERVICES FOR THE PURPOSE OF IDENTIFYING AND PROVIDING DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM (DMC-ODS) SERVICES FOR SUBSTANCE USE DISORDER (SUD) TREATMENT IN NEVADA COUNTY TO INCREASE THE MAXIMUM CONTRACT REVENUE AMOUNT FROM \$15,000,000 TO \$16,252,063 (AN INCREASE OF \$1,252,063) AND REVISE EXHIBIT B, ATTACHMENT I A1 FOR THE TERM OF JULY 1, 2020 THROUGH JUNE 30, 2023 (RES. 20-500)

WHEREAS, on December 15, 2020, per Resolution 20-500, the Nevada County Board of Supervisors authorized the execution of the Standard Agreement Number 20-10190 with the California Department of Health Care Services for the purpose of identifying and providing Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in Nevada County; and

WHEREAS, the Drug Medi-Cal Organized Delivery System (DMC-ODS) provides a continuum of care modeled after the American Society of Addiction Medicine Criteria for SUD treatment services, enables more local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care; and

WHEREAS, agreement 20-10190 allows Nevada County to ensure that Nevada County's Medi-Cal beneficiaries have access to a complete array of SUD services to support recovery. Participation in the DMC-ODS will also allow Nevada County to fully utilize the capacity of the recently re-opened Bost House; and

WHEREAS, the parties desire to amend their Agreement to increase the maximum contract revenue amount from \$15,000,000 to \$16,252,063 (an increase of \$1,252,063) and revise Exhibit B, Attachment I A1, for the term of July 1, 2020 through June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment 1 to the Standard Agreement Number 20-10190 by and between the County and the California Department of Health Care Services for the purpose of identifying and providing Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in Nevada County in the maximum amount of \$16,252,063 for the term of July 1, 2020 through June 30, 2023, be and hereby is approved in substantially the form attached hereto, and that the Director of Behavioral Health be and is hereby authorized to execute Amendment 1 on behalf of the County of Nevada.

Funds to be deposited into revenue account 1589-40105-493-7831/440530, 1589-40105-493-7831/446250

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of October, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

10/25/2022 cc: BH*
AC*

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER 20-10190	AMENDMENT NUMBER A01	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Nevada

2. The term of this Agreement is:

START DATE
July 1, 2020

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:
\$16,252,063.00 (Sixteen Million, Two Hundred Fifty-Two Thousand and Sixty-Three 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 the date approved by DHCS.
- II. Purpose of amendment: This amendment increases budget year three by \$1,252,063.

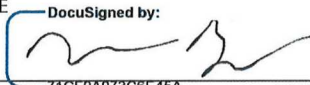
(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

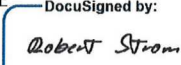
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Nevada

CONTRACTOR BUSINESS ADDRESS 500 Crown Point Circle	CITY Grass Valley	STATE CA	ZIP 95945
PRINTED NAME OF PERSON SIGNING Phebe Bell	TITLE Director		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED October 25, 2022		

DocuSigned by:
71CF9A973C6E45A...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS 1501 Capitol Avenue, MS 4200	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Robert Strom	TITLE Chief, Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED October 25, 2022		

DocuSigned by:
Robert Strom

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
W&I Code 14087.4

STD 213A Continuation Page

- 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 3 (maximum amount payable) on the face of the original STD 213 is increased by \$1,252,063.00 and is amended to read: ~~\$15,000,000.00 (Fifteen Million Dollars)~~ **\$16,252,063.00 (Sixteen Million, Two Hundred Fifty-Two Thousand, and Sixty-Three Dollars)**
- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit B, Attachment I A1 - Funding Amounts (1 Page)
- All references to Exhibit B, Attachment I - Funding Amounts, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I A1 - Funding Amounts. Exhibit B, Attachment I - Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.
- VI. All other terms and conditions shall remain the same.

Exhibit B, Attachment I A1
Funding Amounts

Fiscal Year 2020-21	Funding Amount
	Original
State General Funds (7/1/20 to 6/30/21)	
- Non-Perinatal SGF** (08)	1,225,000
- Perinatal SGF** (09)	80,000
- Administration Costs SGF** (603)	195,000
TOTAL	1,500,000
Drug Medi-Cal Federal Share (7/1/20 to 6/30/21)	
- Non-Perinatal Federal Share (01)	2,865,000
- Perinatal Federal Share (03)	185,000
- Administration Costs (603)	450,000
TOTAL	3,500,000
GRAND TOTAL	5,000,000
Original THREE-YEAR TOTAL	45,000,000
A01 THREE-YEAR TOTAL	16,252,063

Fiscal Year 2021-22	Funding Amount
	Original
State General Funds (7/1/21 to 6/30/22)	
- Non-Perinatal SGF** (08)	1,225,000
- Perinatal SGF** (09)	80,000
- Administration Costs SGF** (603)	195,000
TOTAL	1,500,000
Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)	
- Non-Perinatal Federal Share (01)	2,865,000
- Perinatal Federal Share (03)	185,000
- Administration Costs (603)	450,000
TOTAL	3,500,000
GRAND TOTAL	5,000,000

Fiscal Year 2022-23	Funding Amount	
	Original	A01
State General Funds (7/1/22 to 6/30/23)		
- Non-Perinatal SGF** (08)	1,225,000	1,531,250.00
- Perinatal SGF** (09)	80,000	100,000.00
- Administration Costs SGF** (603)	195,000	243,938
TOTAL	1,500,000	1,875,188
Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)		
- Non-Perinatal Federal Share (01)	2,865,000	3,581,250.00
- Perinatal Federal Share (03)	185,000	231,250.00
- Administration Costs (603)	450,000	564,375.00
TOTAL	3,500,000	4,376,875.000
GRAND TOTAL	5,000,000	6,252,063

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

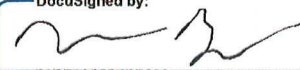
1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts 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.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Nevada	94-6000526

By (Authorized Signature)

DocuSigned by:


Printed Name and Title of Person Signing

Phebe Bell Director Behavioral Health Department

Executed in the County of	Executed in the State of
Nevada	CA

Date Executed

October 25, 2022

Contractor Certification Clause

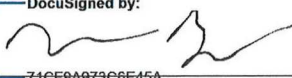
CCC 04/2017

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Nevada	94-6000526

By (Authorized Signature)

DocuSigned by:


Printed Name and Title of Person Signing

Phebe Bell Director Behavioral Health Department

Date Executed	Executed in the County of
October 25, 2022	Nevada

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.