

Attachment A:

DHCS DMC ODS FY 21-24 Agreement

No. 21-10034 Amendment No. A03

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

21-10034

AMENDMENT NUMBER

A03

Purchasing Authority Number

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 Santa Barbara

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$169,798,000 (One Hundred Sixty-Nine Million, Seven Hundred Ninety-Eight 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. The effective date of this amendment is the date approved by DHCS

II. Purpose of amendment: This amendment modifies the terms and conditions of the agreement and adds additional budget years (4, 5, and 6) through June 30, 2027 bringing the total contract amount to \$169,798,000.

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.

(Continue 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 Santa Barbara

CONTRACTOR BUSINESS ADDRESS

300 North San Antonio Road, Building 3

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Antonette Navarro

TITLE

LMFT, BH Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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AGREEMENT NUMBER

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Purchasing Authority Number

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

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code 14184.102 (e)

STD 213A Continuation Page

- IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read: July 01, 2021 through ~~June 30, 2024~~ **June 30, 2027**. All references to the former contract term of July 01, 2021 through June 30, 2024 in any exhibit incorporated into this agreement are hereinafter deemed to read July 01, 2021 through June 30, 2027.

- V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$85,080,000 and is amended to read: ~~\$84,718,000 (Eighty-Four Million, Seven Hundred Eighteen Thousand Dollars)~~ **\$169,798,000 (One Hundred Sixty-Nine Million, Seven Hundred Ninety-Eight Thousand Dollars)**.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B, Attachment I – Funding Amounts (1 Page)

Exhibit B, Attachment I – Funding Amounts, shall hereinafter be replaced with the above-mentioned revised Exhibit included in this amendment A03.

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

**Exhibit B, Attachment I
Funding Amounts**

Fiscal Year 2021-22	Funding Amount
	Original
State General Funds (7/1/21 to 6/30/22)	
Non Perinatal ODS Waiver SGF** (08)	2,500,000
Perinatal ODS Waiver SGF** (09)	200,000
Administration Costs & QA/UR SGF** (603)	300,000
TOTAL	3,000,000
Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)	
Non Perinatal Federal Share (01)	21,600,000
Perinatal Federal Share (03)	198,000
Administration Costs & QA/UR (603)	3,200,000
TOTAL	24,998,000
GRAND TOTAL	27,998,000

Fiscal Year 2022-23	Funding Amount	
	Original	A01
State General Funds (7/1/22 to 6/30/23)		
Non Perinatal ODS Waiver SGF** (08)	2,500,000	2,500,000
Perinatal ODS Waiver SGF** (09)	200,000	300,000
Administration Costs & QA/UR SGF** (603)	300,000	360,000
TOTAL	3,000,000	3,160,000
Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)		
Non Perinatal Federal Share (01)	21,600,000	21,600,000
Perinatal Federal Share (03)	198,000	300,000
Administration Costs & QA/UR (603)	3,200,000	3,300,000
TOTAL	24,998,000	25,200,000
GRAND TOTAL	27,998,000	28,360,000

Fiscal Year 2023-24	Funding Amount	
	Original	A01
State General Funds (7/1/23 to 6/30/24)		
Non Perinatal ODS Waiver SGF** (08)	2,500,000	2,500,000
Perinatal ODS Waiver SGF** (09)	200,000	300,000
Administration Costs & QA/UR SGF** (603)	300,000	360,000
TOTAL	3,000,000	3,160,000
Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)		
Non Perinatal Federal Share (01)	21,600,000	21,600,000
Perinatal Federal Share (03)	198,000	300,000
Administration Costs & QA/UR (603)	3,200,000	3,300,000
TOTAL	24,998,000	25,200,000
GRAND TOTAL	27,998,000	28,360,000

Fiscal Year 2024-25	Funding Amount
	A03
State General Funds (7/1/24 to 6/30/25)	
Non Perinatal ODS Waiver SGF** (08)	2,500,000
Perinatal ODS Waiver SGF** (09)	300,000
Administration Costs & QA/UR SGF** (603)	360,000
TOTAL	3,160,000
Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)	
Non Perinatal Federal Share (01)	21,600,000
Perinatal Federal Share (03)	300,000
Administration Costs & QA/UR (603)	3,300,000
TOTAL	25,200,000
GRAND TOTAL	28,360,000

Fiscal Year 2025-26	Funding Amount
	A03
State General Funds (7/1/25 to 6/30/26)	
Non Perinatal ODS Waiver SGF** (08)	2,500,000
Perinatal ODS Waiver SGF** (09)	300,000
Administration Costs & QA/UR SGF** (603)	360,000
TOTAL	3,160,000
Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)	
Non Perinatal Federal Share (01)	21,600,000
Perinatal Federal Share (03)	300,000
Administration Costs & QA/UR (603)	3,300,000
TOTAL	25,200,000
GRAND TOTAL	28,360,000

Fiscal Year 2026-27	Funding Amount
	A03
State General Funds (7/1/26 to 6/30/27)	
Non Perinatal ODS Waiver SGF** (08)	2,500,000
Perinatal ODS Waiver SGF** (09)	300,000
Administration Costs & QA/UR SGF** (603)	360,000
TOTAL	3,160,000
Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)	
Non Perinatal Federal Share (01)	21,600,000
Perinatal Federal Share (03)	300,000
Administration Costs & QA/UR (603)	3,300,000
TOTAL	25,200,000
GRAND TOTAL	28,360,000

Original Three-Year Total	83,994,000
A01 Three-Year Total	84,718,000
A02 Three-Year Total	84,718,000
A03 Six-Year Total	169,798,000

** 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.

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
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By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
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Date Executed

Contractor Certification Clauses

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
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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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.