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ORDINANCE No. 03-2019

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA, AMENDING AND RESTATING THE INTERGOVERNMENTAL COOPERATION AGREEMENT, ENTERED INTO ON JANUARY 8, 2001, TO ADD AS PURPOSES: (1) AUTHORIZING A SINGLE PRIMARY CONTRACTOR AGREEMENT WITH THE DEPARTMENT OF HUMAN SERVICES OF THE COMMONWEALTH OF PENNSYLVANIA FOR THE HEALTHCHOICES BEHAVIORAL HEALTH PROGRAM ON BEHALF OF THIS COUNTY AND THE COUNTIES OF CUMBERLAND, LANCASTER, LEBANON AND PERRY; AND (2) AUTHORIZING THE SINGLE PRIMARY CONTRACTOR TO ENTER INTO AN AGREEMENT WITH A BEHAVIORAL HEALTH MANAGED CARE ORGANIZATION OR MANAGEMENT SERVICES ORGANIZATION; AND FURTHER, PROVIDING FOR AND AUTHORIZING PROPER OFFICERS OF THIS COUNTY TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE ACTIONS IN CONNECTION WITH THIS ORDINANCE.

WHEREAS, the County of Dauphin, Pennsylvania (the "County"), is a county of the third class of the Commonwealth of Pennsylvania; and

WHEREAS, in October 1999, the County participated with the Counties of Cumberland, Lancaster, Lebanon, and Perry (collectively with Dauphin, the "Counties"), in the creation and incorporation of Capital Area Behavioral Health Collaborative, Inc. ("CABHC"), pursuant to, *inter alia*, the County Code, Act of August 9, 1955, P.L. 323, to aid in provision to its citizens of behavioral health services for Medicaid and certain base service program (the "Behavioral Health Services"); and

WHEREAS, the County delegated to CABHC certain responsibilities in the oversight and coordination of said Behavioral Health Services; and

WHEREAS, the County joined with the other Counties to enter into an Intergovernmental Cooperation Agreement, dated January 8, 2001 (the "IGA"), setting forth the terms and conditions for joint operation of CABHC and setting forth its agreement to enter, with one or more of the other Counties, contracts with contractors to assist in the delivery of the said Behavioral Health Services and assumption of financial and operational risks thereof, for the benefit of the citizens of the County; and

WHEREAS, the County, in conjunction with the other Counties, now desires to amend and restate the IGA to permit CABHC to enter into both: a single Primary Contractor Agreement with the Department of Human Services of the Commonwealth of Pennsylvania (the "DHS Agreement") on behalf of the Counties; and a single agreement with a Behavioral Health Managed Care Organization or a Management Services Organization.

NOW, THEREFORE, it is hereby enacted and ordained by the County of Dauphin as follows:

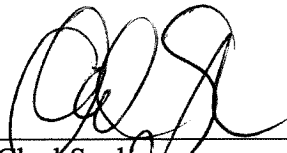
SECTION 1. The County hereby authorizes the entry into an Amended and Restated Intergovernmental Cooperation Agreement (the "Amended IGA") with the Counties of Cumberland, Lancaster, Lebanon and Perry, a copy of which is attached to this Ordinance as Exhibit 1.

SECTION 2. The County authorizes the proper officers of this County to take all other required, necessary or desirable action in connection with this Ordinance.

SECTION 3. The provisions of this Ordinance are severable. If any provisions of this Ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

ENACTED AND ORDAINED, by the Board of Commissioners of the County of Dauphin, Pennsylvania, in lawful session duly assembled, this 27th day of February, 2019.

ATTEST:




Chad Saylor
Chief Clerk/Chief of Staff


**DAUPHIN COUNTY
BOARD OF COMMISSIONERS**



Jeffrey W. Haste, Chairman



Mike Pries, Vice Chairman



George P. Hartwick, III, Secretary

(SEAL)

**AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Amended IGA"), made this 21 day of Feb. 2019, among the COUNTIES of CUMBERLAND, DAUPHIN, LANCASTER, LEBANON and PERRY, Counties organized under the laws of the Commonwealth of Pennsylvania and operating pursuant to, *inter alia*, The County Code, Act of August 9, 1955 (P.L. 323, as amended, 16 P.S. §101, *et seq.* ("Counties"), amends the Intergovernmental Cooperation Agreement, previously adopted by the Counties pursuant to 53 Pa.C.S.A. § 2301 *et seq.*, and originally effective January 8, 2001 (the "2001 IGA Agreement").

WITNESSETH:

WHEREAS, the Commonwealth of Pennsylvania has implemented a mandatory Medicaid managed care initiative known as HealthChoices;

WHEREAS, the Commonwealth has afforded Counties the first opportunity to bid to provide behavioral health services for their Medicaid recipients;

WHEREAS, the Counties did submit a bid, which was accepted and each County currently serves as the Primary Contractor under a HealthChoices Behavioral Health Agreement with the Department of Human Services (the "DHS Agreement");

WHEREAS, the Counties manage on a joint basis the behavioral health services of their Medicaid recipients and, where feasible, base service recipients ("Behavioral Services"), to better serve these needs of their citizens;

WHEREAS, to implement the foregoing objectives, the Counties formed a not-for-profit 501(c)(3) organization known as the Capital Area Behavioral Health Collaborative, Inc. ("CABHC");

WHEREAS, the success of CABHC is contingent upon the cooperative activities of the five participating Counties;

WHEREAS, CABHC has adopted bylaws of CABHC which reflect and forward the cooperative activities of the five participating Counties ("Bylaws");

WHEREAS, subsequent to the adoption of the 2001 IGA Agreement, the Department changed its policy and it now allows and, in fact, encourages, multiple counties, which have

established Articles of Incorporation and Intergovernmental Cooperation Agreements, to enter into a single DHS Agreement on behalf of the counties;

WHEREAS, as part of the continuing implementation of the Behavioral Services, the Counties desire to have CABHC, acting as the Primary Contractor, enter into a single DHS Agreement on behalf of the Counties;

WHEREAS, the Counties, in implementing the Behavioral Services, entered a single Comprehensive Management Services Agreement with a Management Services Organization ("MSO") in order to secure consistent, high quality administration of the Behavioral Services, and to assume, satisfy, and discharge certain MSO obligations of the Counties under the DHS Agreement;

WHEREAS, the Counties desire to have CABHC, as the Primary Contractor, enter into a single contract with a Behavioral Health Managed Organization or a Management Services Organization;

WHEREAS, the Intergovernmental Cooperation Act ("Act") and The County Code permit the Counties to cooperate in the exercise and performance of their respective governmental functions, powers and responsibilities;

WHEREAS, the Act requires the Counties to enter into an agreement setting forth the conditions, terms, purposes and objectives for the cooperation and joint performance of particular governmental functions;

WHEREAS, as set forth above and herein, the Counties wish to continue to cooperate in the delivery of the Behavioral Services to their Medicaid recipients and base service recipients; and

WHEREAS, the Counties find and conclude that the public interest is and will be served by entering into this Amended IGA.

NOW, THEREFORE, we, the Counties, in consideration of the foregoing recitals, the terms herein, and intending to be legally bound, agree as follows:

1. The recitals hereto are incorporated herein by reference and made a substantive part of this Agreement.
2. Bylaws. The Bylaws, previously adopted, are incorporated herewith and made a substantive part hereof, as Attachment I.
3. Purposes. The purposes of this Agreement are to (i) confirm the operation of the not-for-profit, 501(c)(3) organization, CABHC, on behalf of CABHC, acting as Primary Contractor, in jointly managing the behavioral health services of their citizens who are eligible for Medicaid, to better serve these citizens' health needs; (ii) provide for CABHC, acting as a

Primary Contractor, to enter a single contract with a Behavioral Health Managed Care Organization or a Management Services Organization, in order to secure consistent, high quality administration of the Behavioral Services; and (iii) provide for CABHC, acting as a Primary Contractor, to enter into a single DHS Agreement on behalf of the Counties.

4. Appointment of Representatives. In accordance with Sections 4.1 and 5.2 of the Bylaws, each County has appointed two (2) representatives to CABHC's Board of Directors.

5. Withdrawal. Pursuant to Section 3.4 of the Bylaws, a County choosing to withdraw ("Withdrawing County") shall abide by the following terms:

A. Withdrawing County shall provide written notice to all other participating Counties.

B. Such notice shall be given no less than six (6) months prior to the end of the fiscal year of CABHC.

C. The effective date of the withdrawal shall be the last day of the fiscal year of CABHC in which the request is made.

D. Withdrawing County shall pay its share of expenses for the entire fiscal year during which the request was made to withdraw.

E. Any investment of funds made by the Withdrawing County prior to its withdrawal is forfeited to CABHC.

F. Any product development belonging to CABHC shall not be used by the Withdrawing County without the written consent of the remaining Counties.

G. The Withdrawing County shall not hire staff of CABHC for one (1) full year after the effective date of the withdrawal.

H. Reinvestment Funds, as defined in the DHS Agreement, for a reinvestment project identified as wholly-owned by a Withdrawing County shall be returned to said County. However, the Withdrawing County shall not be entitled to any Reinvestment Funds agreed to be combined by the Counties or CABHC for joint projects. In any case, the use of Reinvestment Funds shall be consistent with the DHA Agreement requirements and have the approval of the Department.

6. Implementing Actions. The Counties shall in good faith take all actions as may be necessary or appropriate to fulfill the purposes of this Agreement.

7. Joining and by County Signator. Other counties may join in this Amended IGA by executing the Agreement to Join which is Attachment II hereto, upon the unanimous approval of the Counties then signators hereto.

8. Representations and Warranties. The Counties represent and warrant that:

A. Each has all the requisite power and authority to enter into this Agreement, to engage in the transactions contemplated by this Agreement and to perform its respective obligations under this Agreement in accordance with the terms of this Agreement.

B. The execution, delivery and performance of this Agreement have been or shall be duly authorized by all necessary action, and the undersigned officers of the Counties have been or shall be empowered by all necessary action to execute and to deliver this Agreement.

C. This Agreement shall constitute a valid obligation, legally binding upon each County and enforceable against each in accordance with the terms of this Agreement and in the manner in which valid contractual obligations are enforced generally.

9. No County signator hereto may assign its rights and obligations under this Agreement, except to another governmental entity, with the prior written consent of the non-assigning Counties which shall not be unreasonably withheld.

10. This Agreement shall not be modified or amended except by written instrument duly executed on behalf of the Counties.

11. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced consistently with the express purposes set forth herein, as if the invalid or unenforceable provision had not been intended to be included within this Agreement.

12. Execution. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as a duplicate original.

13. Notices. All notices required under this Agreement shall be in writing and sent by certified or registered mail, return receipt requested, addressed as follows:

Dauphin County Board of Commissioners
Attn: Chairperson
Dauphin County Courthouse, 2nd Floor
Front and Market Streets
Harrisburg, PA 17101

Cumberland County Board of Commissioners
Attn: Chairperson
One Courthouse Square
Carlisle, PA 17013

Lancaster County Board of Commissioners
Attn: Chairperson
50 North Duke Street
P.O. Box 83480

Lancaster, PA 17608-33480

Lebanon County Commissioners
Attn: Chairperson
Municipal Building, Room 207
400 South Eight Street
Lebanon, PA 17042-6794

Perry County Commissioners
Attn: Chairperson
25 West Main Street
P.O. Box 37
New Bloomfield, PA 17068

IN WITNESS WHEREOF, the Counties have duly executed and delivered this Agreement on the date first written above.

COUNTY OF CUMBERLAND

Attest:

Stephen Brayman, Chief Clerk

Date

By: _____
Vincent T DiFilippo.
Chairman, Board of Commissioners

By: _____
Jim Hertzler
Vice-Chairman, Board of Commissioners

By: _____
Gary Eichelberger
Secretary, Board of Commissioners

COUNTY OF DAUPHIN

Attest:



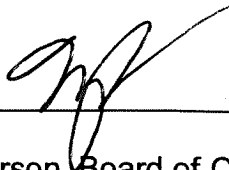
Chad Saylor, Chief Clerk

2/27/19

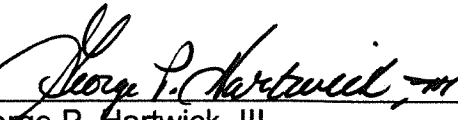
Date

By: 

Jeff Haste
Chairperson, Board of Commissioners

By: 

Mike Pries
Vice-Chairperson, Board of Commissioners

By: 

George P. Hartwick, III
Secretary, Board of Commissioners

COUNTY OF LANCASTER

Attest:

E. William Peters, Chief Clerk

Date

By: _____
Joshua Parsons
Chairperson, Board of Commissioners

By: _____
Dennis Stuckey
Vice-Chairperson, Board of Commissioners

By: _____
Craig Lehman
Commissioner

COUNTY OF LEBANON

Attest:

Jamie A. Wolgemuth, Administrator

By: _____
William E. Ames
Chairperson, Board of Commissioners

Date

By: _____
Robert J. Phillips
Vice Chairman, Board of Commissioners

By: _____
Jo Ellen Litz
Secretary, Board of Commissioners

COUNTY OF PERRY

Attest:

Kathy Burkholder, Chief Clerk

Date

By: _____
Brenda K. Benner
Chairman, Board of Commissioners

By: _____
Paul L. Rudy Jr.
Vice-Chairman, Board of Commissioners

By: _____
Stephen Naylor
Secretary, Board of Commissioners

Attachment I
[Bylaws of CABHC]

Attachment II

AGREEMENT TO JOIN

WITNESSETH:

WHEREAS, the County of _____ is organized under the laws of the Commonwealth of Pennsylvania and operating pursuant to, *inter alia*, the County Code, Act of August 9, 1955 (P.L. 323, as amended, 16 P.S. §101, *et seq.* ("COUNTY")).

WHEREAS, COUNTY, having reviewed the Amended and Restated Intergovernmental Cooperation Agreement among the Counties of Cumberland, Dauphin, Lancaster, Lebanon and Perry dated as of the ___ day of ____, 2018 (the "Amended IGA"), and desires to continue to provide its Medicaid and certain of its base service behavioral health services to its citizens cooperatively and jointly with the aforementioned Counties, including authorizing Capital Area Behavioral Health Collaborative ("CABHC"), to enter into a single agreement with the Department of Human Services and a single agreement with a Behavioral Health Management Care Organization or a Management Services Organization pursuant to the Amended IGA;

NOW, THEREFORE, COUNTY, in consideration of the foregoing recitals and intending to be legally bound, agrees as follows:

1. COUNTY joins the aforesaid Counties as a signator to the Amended IGA.
2. COUNTY promptly and in good faith shall take all actions as may be necessary or appropriate to fulfill the purposes of this Agreement to Join and the Amended IGA.

IN WITNESS WHEREOF, COUNTY and the aforesaid Counties have duly executed and delivered this Agreement on the _____ day of _____, 2019.