# ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY COLLEEN CHAWLA, Agency Director



AGENDA	June 19	2018
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OFFICE OF THE AGENCY DIRECTOR

1000 San Leandro Boulevard, Suite 300 San Leandro, CA 94577

> TEL: (510) 618-3452 FAX: (510) 351-1367

June 8, 2018

The Honorable Board of Supervisors County of Alameda 1221 Oak Street Oakland, CA 94612

Dear Board Members:

SUBJECT:

APPROVE FOURTH AMENDMENT TO STANDARD SERVICES AGREEMENT WITH THE ALAMEDA HEALTH CONSORTIUM TO INCREASE CONTRACT AMOUNT AND EXTEND

**CONTRACT TERM** 

#### **RECOMMENDATIONS**

- A. Approve the Fourth Amendment to the Standard Services Agreement with the Alameda Health Consortium (Principal: Ralph Silber, Executive Director; Location: San Leandro, CA) to oversee the expansion of integrated behavioral health care services within the Alameda County Federally Qualified Health Centers primary care clinics, to increase the contract amount from \$1,840,000 to \$3,072,500 (an increase of \$1,232,500) and extend the term from 5/1/2012 through 6/30/2018 to 5/1/2012 through 6/30/2021 (an extension of 3 years) (Procurement Contract# 7356);
- B. Adopt the resolution authorizing the waiver of the County's procurement process for Alameda Health Consortium;
- C. Delegate authority to the Director of Behavioral Health Care Services or designee to execute the contract amendment on your behalf, contract already reviewed and approved as to form by County Counsel; department will submit to the Clerk of Board fully executed contract; and
- D. Authorize the Auditor-Controller to increase appropriations with offsetting revenues as shown in the attached Financial Recommendation.

#### **DISCUSSION/SUMMARY**

The proposed amendment continues the collaborative partnership between Behavioral Health Care Services (BHCS) and the Alameda Health Consortium (AHC) through this period of significant integrated health policy changes within the nation and California that will be impacting the delivery of health care services to Alameda County residents.

The Honorable Board of Supervisors June 8, 2018 Page 2 of 3

BHCS is seeking Board approval to increase the funding from the current approved amount of \$1,840,000 to \$3,072,500 and to extend the contract term through June 30, 2021, so AHC, a consortium of eight (8) community based organizations with a combined patient population of 350,000 in Alameda County and adjoining areas, can continue its ongoing leadership role in supporting the County's Federally Qualified Health Centers (FQHCs) to integrate services and increase care coordination between Alameda County's Safety Net behavioral health (mental health and substance use disorders) and primary care systems, and the transitioning of stabilized Specialty Behavioral Health consumers back into their selected medical home.

On May 1, 2012, your Board approved the Standard Services Agreement with AHC in partnership with Health Care Services Agency (HCSA/BHCS) to oversee the integration efforts of eight FQHC organizations participating in the County's Primary Health Care Clinics Integration Plan. The plan's services include training and capacity building of clinics; enhancement to existing network technology; convening of participants for discussions and information sharing about and around evidence-based approaches to behavioral health treatment; and implementing integrated care coordination services in primary care and behavioral health clinics. The AHC will oversee the professional workforce development trainings such as the UC Davis, Primary Care Psychiatric and Pain Management Fellowship Programs and workshops that are focused on increasing the skill set of safety net primary care providers to prescribe psychotropic medications, diagnose behavioral health conditions, and manage patients with chronic pain conditions. It is the expectation that these professional workforce development trainings for Safety Net primary care providers will not only improve the quality of care to patients but increase the leadership capacity in Alameda County's community health centers. The Board also waived the County bid requirement under the County Sole Source Policy.

The collaborative effort with the AHC has significantly increased care coordination and collaboration between BHCS and Alameda County's FQHCs' primary care clinic network. In addition, this collaboration has enhanced the behavioral health treatment capacity of each of the ten Safety Net community health centers' clinics and the number of Alameda County residents with behavioral health conditions served in the local communities. By the collaboration providing the funding for more advanced workforce development training opportunities for licensed behavioral clinicians and primary care providers, more Alameda County residents are able to receive timely access to integrated behavioral health services in their medical home. Each year the AHC was able to provide the licensed staff of the FQHCs and community health centers Evidence Based Practice Training Series in which licensed clinicians can participate and earn continuing education credits.

#### **SELECTION CRITERIA**

Alameda Health Consortium is a SLEB exempt entity. AHC has the infrastructure, experience and access to the eight Alameda County community based FQHCs, namely Asian Health Services, Axis Community Health, La Clinica de La Raza, LifeLong Medical Care, Native American Health Center, Tiburcio Vasquez Health Center, Tri-City Health Center, and West Oakland Health Council. AHC represents the entities participating in the Integrated Primary Health Care Program of HCSA/BHCS, and has existing partnerships with Alameda Health System and the two managed care Medi-Cal health plans in Alameda County. AHC also has the access and infrastructure to help coordinate efforts with HCSA/BHCS and the other Safety Net primary care clinics. On May 1, 2012 the Board waived the County competitive bid requirements under the County Sole Source Policy. Given that AHC is representing eight FQHC community based organizations in the Alameda

The Honorable Board of Supervisors June 8, 2018 Page 3 of 3

County, it is in the best interest of the County to transact business with AHC rather than with eight entities separately.

#### **FINANCING**

Funding for this multi-year program is from the Mental Health Services Act (MHSA). Funding will be for three fiscal years, \$456,000 in FY 2018-19; \$411,000 in FY 2019-20; and \$365,500 in FY 2020-21. There is no increase in net County cost as a result of your approval.

Respectfully submitted,

Colleen Chawla, Agency Director

Alameda County Health Care Services Agency

CC:fs/mh

#### FOURTH AMENDMENT TO AGREEMENT

Contractor:	Alameda Health Consortium
Original Contract Period:	5/1/12 to 7/31/14
1st Amendment Contract Period:	revised Exhibit E
2nd Amendment Contract Period:	5/1/12 to 6/30/16 (an extension of 2 years)
3rd Amendment Contract Period:	5/1/12 to 6/30/18 (an extension of 2 years)
4th Amendment Contract Period:	5/1/12 to 6/30/21 (an extension of 3 years)
Original Contract Amount:	\$1,000,000
1st Amendment Contract Amount:	no change
2nd Amendment Contract Amount:	no change
3rd Amendment Contract Amount:	\$1,840,000 (an increase of \$840,000)
4th Amendment Contract Amount:	\$3,072,500 (an increase of \$1,232,500)

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and *Alameda Health Consortium*, ("Contractor") with respect to that certain agreement, Procurement Contract No. 7356, entered by them on May 1, 2012 and that certain First Amendment, Second Amendment, and Third Amendment to Agreement, (collectively referred to herein interchangeably as the "Contract" or "Agreement") pursuant to which Contractor provides services as part of a larger Behavioral Health Care Services (BHCS) effort to invest in the development of increased and enhanced behavioral health screening, assessment, and treatment capacity within the primary care clinics participating in the Health Program of Alameda County (HealthPAC).

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as follow:

- 1. Extend the term from May 1, 2012 through June 30, 2016 to May 1, 2012 through June 30, 2021.
- 2. The compensation payable to Contractor shall not exceed Three Million Seventy-Two Thousand and Five Hundred dollars (\$3,072,500) over the term of the Agreement and any amendments.
- 3. Exhibit A, Scope of Services is replaced by Exhibit A, 4<sup>th</sup> Amendment, Scope of Services.

- 4. Exhibit B, Payment Terms is replaced by Exhibit B, 4<sup>th</sup> Amendment, Payment Terms.
- 5. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Fourth Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County.
- 6. Item 20 of the Standard Services Agreement has been amended as follows: Said payment shall be computed in accordance with Revised Exhibit B, 3<sup>rd</sup> Amendment, Payment Terms, hereto, provided that the maximum amount payable to Contractor for its services to oversee the expansion of integrated behavioral health care services within the Health Program of Health PAC primary care clinics shall not exceed \$3,072,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

#### 7. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Third Amendment and Exhibit D-3, Debarment and Suspension Certification, which is incorporated by this reference, Contractor agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200,31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
- b. By signing this Third Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency.
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- c. County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM), www.SAM.gov:

- (1) There is <u>NO FEE</u> to register or maintain your SAM.gov registration.
- (2) County requires SAM.gov registration to include a DUNS number.
- (3) DUNS = Data Universal Numbering System: A code required by the federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.
- (4) Get a DUNS: <a href="http://www.dnb.com/DUNS-number.html">http://www.dnb.com/DUNS-number.html</a>
- 8. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

### IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA	ALAMEDA HEALTH CONSORTIUM
By: Signature	By:Signature
Name:(Printed)	Name: Ralph Silber (Printed)
Title:	Title: Executive Director
Dare:	Date:
Approved as to Form: DONNA R. ZIEGLER, County Counsel	
By:  K. Joon Oh  Deputy County Counsel	By signing above, signatory warrants and represents that he/she executed this Fourth Amendment in his/her authorized capacity and that by his/her signature on this Fourth Amendment, he/she or the entity upon behalf of which he/she acted, executed this Fourth Amendment

## EXHIIT A 4<sup>th</sup> Amendment SCOPE OF SERVICES

The Alameda Health Consortium ("Contractor") will oversee a nine year (May 1, 2012 to June 30, 2021) project to expand integrated behavioral health care services within the Health Program of Alameda County (HealthPAC) primary care clinics. Contractor shall work in partnership with the Alameda County Health Care Services Agency – Behavioral Health Care Services ("County" or "BHCS", interchangeably). Contractor shall perform services as part of a larger BHCS effort to invest in the development of increased and enhanced behavioral health screening, assessment, and treatment capacity within the primary care clinics participating in the Health Program of Alameda County (HealthPAC).

Contractor shall perform services to achieve the following objectives:

- 1. Increase the capacity of primary care clinics to provide readily accessible behavioral health care services integrated with other health care services for low income (below 200% of Federal Poverty Level) Alameda County residents.
- 2. Increase the capacity and effectiveness of primary care clinics to screen, assess and treat behavioral health conditions of mild to moderate severity among low-income (below 200% of Federal Poverty Level) Alameda County residents.
- 3. Improve the capabilities of primary care clinics to effectively treat the chronic medical conditions of persons with serious mental illnesses by providing onsite treatment support when needed from behavioral health professionals who function as members of the primary care team.

Contractor shall provide all of the following services in each category:

### 1. <u>Communication, Information Sharing and Training/Consultation</u> <u>Coordination</u>

a. Coordinate the formation and regular monthly convening of a behavioral health integration planning committee ("Behavioral Health Care Integration Planning Meetings") with the following key representatives – Health Care Services Agency HealthPAC Quality Improvement Director, BHCS Medical Director, BHCS Integrated Health Care Services Director, BHCS, and the Director of Substance Use Disorder (SUD) Services. Contractor shall be responsible for managing the logistics of these regular Integration Meetings including sending meeting reminders, scheduling and confirming

- meeting space, recording and disseminating meeting minutes to members of the group.
- b. Convene, inform, and obtain feedback from the Behavioral Health leadership of the following HealthPAC primary care organizations (collectively "HealthPAC Clinics"):
  - 1) Alameda County Health Systems
  - 2) LifeLong Medical Care
  - 3) West Oakland Health Council
  - 4) Asian Health Services
  - 5) LaClinica de la Raza
  - 6) Tiburcio Vasquez Health Center
  - 7) Tri-City Health Center
  - 8) Native American Health Center
  - 9) Axis Community Health Center
- c. Through regular meetings, Contractor shall inform and obtain feedback from the HealthPAC Clinics related to the expansion of integrated behavioral health care services. Contractor shall relay key information from this feedback to BHCS leadership at the Integration Meetings and forums. The Contractor shall also obtain feedback through existing internal meeting forums with medical directors, CEOs/COOs, CFOs, and other key HealthPAC Primary Care Clinic stakeholder groups. The Contractor shall also obtain feedback from non-Consortium member groups, including, but not limited to the Alameda Health System.
- d. Coordinate a regularly scheduled monthly behavioral health integration meeting in collaboration with BHCS. This meeting shall be open to any interested individuals from HealthPAC Clinics and other organizations participating in the integration initiative. The meeting shall provide a regular forum for updates on the initiative and information and resource sharing. The meeting time slot may also be used for broad training/consultation efforts that impact multiple organizations.
- e. Maintain ongoing communications with HealthPAC Clinics related to behavioral health integration, and maintain a steady flow of communications to BHCS. Contractor shall: 1) maintain an integration initiative key contact list from all of the HealthPAC Clinics including name, organization, role, address, phone, email address; 2) develop a webbased portal for access to key resources and information related to the

initiative; and 3) develop an email distribution list for communication purposes; and 4) work collaboratively with -BHCS to distribute information to participating HealthPAC Clinics.

f. Using funding from this contract, provide limited financial support, when necessary and appropriate, to the HealthPAC Clinics to ensure that key clinical leadership can participate in critical training and consultation sessions related to behavioral health (mental health and SUD) integration. The amounts and manner of financial support are subject to the review and approval of BHCS Executive Leadership.

#### 2. <u>Training and Consultation Subcontracts</u>

- a. Coordinate and oversee training and consultation subcontracts with entities to provide ongoing support to the HealthPAC Clinics related to integrate behavioral health care. The determination of which resources to utilize for given clinics shall be based on collaborative decision-making between Contractor, BHCS, and the individual clinic organizations.
- b. In addition, the Contractor shall coordinate and oversee training and consultation subcontracts related to the (1) exchange of protected health information/confidentiality (2) financing of integrated behavioral health care, and (3) substance use disorder assessment and treatment in primary care. Contractor may coordinate training on additional topic areas as determined by a collaborative assessment between Contractor and BHCS of training needs and priorities. Subcontracting entities shall be collaboratively agreed to between Contractor, BHCS and subcontracting entities, subject to final approval by BHCS.

#### 3. **Information Technology**

Oversee changes, enhancements, and additions to the HealthPAC Clinics existing network technology platforms to enhance implementation, tracking, and reporting related to integrate behavioral health care. Contractor shall also identify cost-efficient methods for building behavioral health panel management capabilities into existing clinic information systems and electronic health records.

#### 4. Support Development and Implementation of Integrated Care.

a. Support HealthPAC Clinics in addressing barriers to implementing integrated behavioral health care programs. Contractor's services shall include gathering information on implementation barriers and recommended solutions from HealthPAC Clinics and sharing this

- information with BHCS. Contractor shall meet with BHCS to identify and implement solutions to potential barriers.
- b. Other services to support the goals of the behavioral health integration project under this contract as mutually agreed to by Contractor and BHCS.

Contractor shall meet with BHCS on a monthly basis to adjust schedules, work plans, timelines, and deliverables governing the timely performance of Contractor's services. Contractor shall perform all services under this Agreement in conformance with the mutually agreed upon schedule.

## EXHIBIT B 4th Amendment PAYMENT TERMS

- 1. Except as expressly modified by this Exhibit B, 4th Amendment, Payment Terms, all of the terms and conditions of the original Exhibit B, Payment Terms are and remain in full force and effect.
- 2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

#### 3. FINANCIAL

The total contract amount is \$3,072,500 for the contract period from May 1, 2012 through June 30, 2021. This amount includes all taxes and all other charges. All expenditures under this contract must be approved by County.

Funding under this contract shall not exceed the following amounts in each identified category:

Categories	Original Contract Amount 5/1/12-6/30/16	Amended Contract \$ FY15/16	Amended Contract \$ FY16/17	Amended Contract \$ FY17/18	Amended Contract \$ FY18/19	Amended Contract \$ FY19/20	Amended Contract \$ FY20/21	TOTAL Budget
Communication & Info Sharing	411,670	0	177,050	177,050	223,000	223,000	223,000	1,434,770
Training & Consultation Subcontracts	311,289	54,000	48,000	164,500	198,000	153,000	108,000	1,036,789
Information Technology	93,547	0	16,500	16,500	6,000	6,000	5,500	144,047
Integrated Care	183,494	0	90,700	95,700	29,000	29,000	29,000	456,894
	\$1,000,000	\$54,000	\$332,250	\$453,750	\$456,000	\$411,000	\$365,500	\$3,072,500

4. Invoices will be submitted for review and approval to Freddie Smith, Division Director, Behavioral Health Integrated Health Care Services or his designee. All invoices and supporting documents under this Agreement shall be sent to:

COUNTY OF ALAMEDA Behavioral Health Care Services 2000 Embarcadero, Suite 101 Oakland, CA 94606-5300

Attn: Janette Campos, Administrative Assistant

Email: janette.campos@acgov.org

5. Final invoice must be submitted for payment within 90 days after the end of the term of this Agreement. Invoice submitted later than 90 days will not be paid.

ACORD'

ALAMHEA-01

DGROSS

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	Suite 300				INSURER D :						<del>                                     </del>
	San Leandro, CA 94577				INSURER E :						
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Policy #B 6012249217



SB-300113-C (Ed. 06/11)

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY. ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

#### SCHEDULE

#### Name Of Person Or Organization:

County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County Officers, Agents, Employees, and Representatives: County of Alameda, BHCS; 2000 Embarcadero, Suite 101; Oakland, CA 94606

\* Information required to complete this Schedule, if not shown on this enforcement, will be shown in the Declarations.

#### The following is added to Paragraph C. Who Is An Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf in the performance of your ongoing operations of in connection with your premises owned by or rented to you.

SB-300113-C (Ed. 06/11)

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## EXHIBIT D COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it
  by a court of competent jurisdiction in any matter involving fraud or official
  misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Alameda	a Health Consortium
PRINCIPAL: Ralph Silbe	r TITLE: <u>Executive Director</u> DUNS#:
SIGNATURE:	DATE:

	COMMENDATION		AGENDA DATE: O INCREASE CONTRACT AMOUNT	6/19/2018
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			Informational	
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			ORG TOTAL	\$0
		<b>GRAND TOTAL</b>	<b>APPROPRIATION</b>	\$456,000

#### A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR MENTAL **HEALTH SERVICES FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-20 18-171

WHEREAS, the County of Alameda (County) and Alameda Health Consortium (AHC) have entered into prior agreements to oversee and provide supports of the expansion of integrated behavioral health care services within the Alameda County; and

WHEREAS, AHC is a non-profit association of eight non-profit Federally Qualified Health Centers (FQHC), namely Asian Health Services, Axis Community Health, La Clinic de La Raza, LifeLong Medical Care, Native American Health Center, Tiburcio Vasquez Health Center, Tri-City Health Center, and West Oakland Health Council, that provide mental health, dental and preventive health programs in Alameda County; and

WHEREAS, the County wishes to retain the services with AHC to support the County's FQHCs in their efforts to integrate services and increase care coordination between Alameda County's Safety Net behavioral health and primary care systems, and the transitioning of stabilized Specialty Behavioral Health consumers back into their selected medical home and extend services through June 30, 2021; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors (Board) has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process;

NOW, THEREFORE, BE IT RESOLVED as follows:

- The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
- 2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of Alameda Health Consortium.

ADOPTED by the Board of Supervisors of the County of Alameda, State of California, on June 26, 2018, by the following called vote:

AYES: Supervisors: Carson, Haggerty, Miley, Valle & President Chan- 5

NOES: None EXCUSED: None

> President of the Board of Supervisors County of Alameda, State of California

> > APPROVED AS TO FORM:

**Donna Ziegler, County Counsel** 

ATTEST:

Clerk of the Board of Supervisors,