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January 20, 2021

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

**SUBJECT: APPROVE AMENDMENT TO THE CONTRACTOR AGREEMENT BETWEEN ALAMEDA ALLIANCE FOR HEALTH AND ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, ASTHMA START PROGRAM**

Dear Board Members:

**RECOMMENDATION**

Approve the Contractor Agreement amendment for Alameda County Public Health Department to provide asthma education and case management services to Alameda Alliance for Health members for the period of 7/1/20 until the termination of the agreement by either party with or without cause by providing a written fourteen (14) days' notice, increasing the maximum amount per year from \$150,000 to the amount of up to \$295,000 per year (increase of up to \$145,000).

**DISCUSSION/SUMMARY**

On April 22, 2014 (Item #13), your Board approved the Contract Agreement for Alameda County Public Health Department (ACPHD) to provide health education and case management interventions in the form of classes, face-to-face counseling, support groups or telephone contact to Alameda Alliance members. In October 2019, a meeting was held with ACPHD and Alameda Alliance to review and update the original agreement. The review included increased compensation, redesign the delivery of services and billing method. After several reviews and amendments by both organizations' legal teams, an agreement was reached on the contractual language. Under this agreement, ACPHD will continue to provide asthma education and management, including assessment, education, skills development, and care coordination with the goals of preventing medical problems related to asthma, improving ability to control asthma, and preventing or reducing emergency room and hospital visits related to asthma. Alameda Alliance will pay ACPHD in the amounts of \$100 per outreach, \$250 per initial assessment and care plan development, \$250 per follow-up visit, and \$150 per discharge, not to exceed \$295,000 per year. The fees outlined are inclusive of all professional costs and expenses for the project duration.

**SELECTION CRITERIA/PROCESS**

N/A

**FINANCING**

Funding for the agreement is included in FY 2020-21 approved budget. There is no impact to net County cost from approving the above recommendation.

The Honorable Board of Supervisors  
January 20, 2021  
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**VISION 2026 GOAL**

The Asthma Start program meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:



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Colleen Chawla, Director  
Health Care Services Agency

**AMENDMENT NO. 1 TO  
CONTRACTOR AGREEMENT**

The Contractor Agreement (Agreement) effective February 7, 2014 by and between Alameda County Public Health Department, its employees, subcontractors, and agents, hereinafter referred to as (“Contractor”) and the Alameda Alliance for Health, Alameda Alliance Joint Power Authority (hereinafter individually and collectively referred to as “Alliance”) is hereby amended, effective July 1, 2020 as follows:

WHEREAS, the parties desire to update certain terms of the Agreement including pricing to reflect an updated payment structure and further clarify Contractor responsibilities; and

WHEREAS, Alameda Alliance Joint Power Authority is a public agency licensed as a health care services plan under California’s Knox Keene Act (“QIF Plan”) and is administered by Alliance, also a health care services plan.

WHEREAS, the Alameda Alliance Joint Powers Authority is in the process of surrendering its Knox Keene license and is therefore assigning the and the Alameda Alliance for Health accepts such transfer; .

WHEREAS, the Alliance and Contractor wish to document additional services.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3. Compensation shall be deleted in its entirety and replaced as follows:

**3. COMPENSATION:** In exchange for services provided to Members in accordance with the terms of this Agreement, the Alliance agrees to pay Contractor for such services in accordance with the terms of Schedule 3 of this Agreement, not to exceed \$295,000/year. Such compensation is payment in full for services and Contractor will look only to the Alliance for compensation. Members will not be liable for monies owed by Alliance, except for copayments (if any) authorized under the Member’s Evidence of Coverage. Contractor shall not bill, collect from, seek remuneration from, demand payment (other than authorized copayments) from or have any recourse against any Member or the personal representative of any Member for services covered under this Agreement and the Member's Evidence of Coverage. Nor shall Contractor impose any surcharge on such members or bring any action for payment at law or in equity against any such Member or the Member's personal representative. This obligation not to seek payment from or have any recourse against Members shall survive termination of this Agreement.

2. Pursuant to Section 5.10 Assignment of Contract of the Agreement, Contractor hereby consents to the Alameda Alliance Joint Powers Authority’s assignment of all its rights, obligations, and liabilities under the Agreement to the Alameda Alliance for Health and Alameda Alliance for Health’s acceptance of the assignment. Upon effectiveness of this

Amendment, all references to the defined term "Alliance" in the Agreement shall hereby refer only Alameda Alliance for Health.

3. Schedule 1: Scope of Work shall be deleted in its entirety and replaced with Schedule 1: Scope of Work, which is attached hereto and incorporated into this Agreement by this reference.
4. Schedule 3: Terms and Conditions for Payment shall be deleted in its entirety and replaced with Schedule 3: Terms and Conditions for Payment, which is attached hereto and incorporated into this Agreement by this reference.
5. Schedule 4.3 Insurance Coverage and Vendor Oversight shall be deleted in its entirety and replaced with Schedule 4.4 Insurance Coverage and Vendor Oversight, which is attached hereto and incorporated into this Agreement by this reference.
6. Except as specified herein, the terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

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

ALAMEDA ALLIANCE FOR HEALTH/  
ALAMEDA ALLIANCE JOINT POWER  
AUTHORITY

ALAMEDA COUNTY PUBLIC HEALTH  
DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Keith Carson

Title: \_\_\_\_\_

Title: President of the Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1  
Scope of Work**

Contractor provides health education and case management interventions in the form of classes, face-to-face counseling, support groups or telephone contact for members (either child members, parents of child members or adult members) covering the following topic:

- Asthma management including assessment, education, skills development, and care coordination

1. **Program:** Alliance must approve all policies and materials to confirm that they reflect the following values and components:

- Cultural sensitivity to the member and the member's family with regard to beliefs and health practices
- Respect for divergent views
- Current and accepted standards of health care
- Appropriate assessment of educational need
- Suggestions that are understandable, financially reasonable and culturally acceptable to the member and the member's family
- Materials that meet a 6th grade readability standard

#	Milestone	Deliverable
1	Outreach	Contractor shall outreach to members through phone calls, letter or visit (when indicated), engage the family to participate in the program and confirm initial assessment appointment. Contact provider if additional information is needed to contact client.
2	Initial Assessment and Care Plan Development	Contractor shall conduct pre-test, assess asthma knowledge and asthma control, review medication needs, inspect the physical environment for triggers, and develop an individualized Care Plan and set goals. Identify and make need referrals (dental, housing, child care etc.) The Contractor shall also communicate with the member's PCP or Alliance care management staff when appropriate.
3	Follow up Visit	Contractor shall deliver needed asthma mitigation supplies, continue asthma education and conduct Care Plan/goals follow up. Follow up on referrals to insure services were provided.
4	Discharge – Post tests, goals checklist, Provider handoff	Contractor will provide the following:

		<ul style="list-style-type: none"> <li>• Post-test implementation</li> <li>• Review of goals checklist</li> <li>• Handoff to Member's PCP</li> <li>• Referrals to social support services, including a disclaimer regarding the quality of services referred to and that they are not Alliance benefits.</li> </ul>
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2. **Member Registration and Eligibility:** Contractor shall register Members, confirm their eligibility with Alliance and remind Members of the class/intervention as applicable.

Reimbursement for Contractor's services is dependent on the eligibility of the member. No reimbursement will be issued for ineligible members.

3. **Member Grievances:** Contractor shall cooperate with Alliance to resolve any Member grievances relating to Contractor's provision of services or the quality of those services. Contract will also inform the Alliance of any program related grievances members communicated to the Contractor and steps taken to resolve the issue.

4. **Outcomes**

It is the expectation of the Alliance that member participation in the Asthma Start Program will result in the following:

- Reduction of Emergency Department (ED) visits and hospitalizations
- Increase in asthma knowledge
- Improved asthma control
- High client satisfaction, as measured by satisfaction surveys

To provide oversight over outcomes, Alameda Alliance Health Education and Quality Personnel will be reviewing:

1. Proportion of referrals that result in program participation
2. Demographic information of program participants
3. Asthma self-report pre and post information, including measures of asthma knowledge and control and program satisfaction
4. Emergency department visit and in patient data for participating members

**Schedule 3**  
Terms and Conditions for Payment

**1. Payment Terms:**

Payments for services shall be made monthly in proportion to services performed. Contractor shall submit one complete application for payment per month, rendered on or before the fifth (5th) day of each month based on services completed to date. Each invoice from Contractor shall include:

1. Member First Name
2. Member Last Name
3. Date of Birth
4. Alliance Identification Number
5. Date of Service
6. Length of Service
7. Code or description of the services
8. Class sign in sheet or other signed documentation

The Alliance shall pay Contractor thirty days (30) after receipt of invoice.

Invoices shall be sent to:

**Alameda Alliance for Health**  
**1240 South Loop Road**  
**Alameda, CA 94502**  
**Attn: Finance Department ([DFinance@AlamedaAlliance.org](mailto:DFinance@AlamedaAlliance.org))**

**2. Rate:**

The Alliance shall pay to Contractor the fee in the amounts or at the rates and manner specified below, not to exceed two-hundred ninety-five thousand dollars (\$295,000) per year. The fee(s) outlined below is inclusive of all professional costs and expenses for the Project duration. In no event shall Contractor invoice, nor shall the Alliance be responsible for the payment of any amount in excess unless mutually agreed to in writing via an amendment.

Contractor shall invoice based on the milestones outlined below

#	Milestone	Amount Invoiced
1	Outreach	\$100.00
2	Initial Assessment and Care Plan Development	\$250.00
3	Follow up Visit	\$250.00
4	Discharge	\$150.00
	<b>Total</b>	<b>\$750.00</b>

Cap: contract cap at \$295,000 per year maximum annual payment or approximately 393 unique members/yr.

**SCHEDULE 4.3**  
**INSURANCE COVERAGE AND VENDOR OVERSIGHT**

1. **Insurance.** Prior to commencing the services, Contractor shall, at its sole cost and expense, fully comply with the terms and requirements of this section. As applicable, Contractor shall maintain in full force and effect during the entire term of this Agreement the following policies of insurance written by insurance companies satisfactory to the Alliance. Contractor shall provide certificates evidencing such insurance coverage upon the execution of the agreement and shall name the Alliance as an additional insured.
  - a. **Professional Liability Insurance.** Professional liability insurance covering Contractor's professional liability for the services, including prior acts coverage sufficient to cover any and all claims arising out of the services, with limits not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, or limits carried, whichever are higher, with a deductible or self-insured retention amount not greater than fifty thousand dollars (\$50,000) per claim. To the maximum extent commercially reasonably available, the professional liability insurance policy shall provide, without limitation, contractual liability coverage for the indemnification provided by Contractor hereunder. The professional liability insurance shall be maintained continuously during the term of this Agreement and, so long as the insurance is commercially reasonably available, for a period of ten (10) years after completion of the services or completion of the Project, whichever is later. For purposes of this section, it shall be agreed that the required insurance is commercially reasonably available if: (a) any insurer is willing to issue the coverage to Contractor; and (b) the required insurance or substantially similar insurance is available to a reasonable number of professionals in the same discipline in the geographic area of the services during the same period. Contractor shall be responsible for proving to the reasonable satisfaction of the Alliance if at any time Contractor contends that such insurance is not commercially reasonably available.
  - b. **Comprehensive General Liability.** Contractor shall provide, at its sole cost and expense, throughout the entire term of this Agreement, a policy or policies of comprehensive general liability insurance (or maintain adequate self-insurance acceptable to the Alliance) covering Contractor, its officers, directors, employees and agents against any claim or claims for damages arising by reason of personal injury, property damage, or death, occasioned directly or indirectly in connection with the performance of services, the use of any property, facility or equipment provided by Contractor, and any other activities performed by Contractor, its officers, directors, employees or agents in connection with this Agreement, together with standard liability protection against any loss, liability or damage as a result of the operation of a motor vehicle by Contractor's agents, servants, independent contractors and employees, including any staff and physician employees, independent contractors and/or residents, in a minimum amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate.
  - c. **Workers' Compensation and Employers' Insurance.** To the extent Contractor has employees, workers' compensation insurance in an amount required by the laws of the State of California and employer's liability insurance with limits of liability of not less than one million dollars (\$1,000,000) bodily injury by accident (each accident), one million dollars (\$1,000,000) bodily injury by disease (policy limit), and one million dollars



(\$1,000,000) bodily injury by disease (each employee), or limits carried, whichever are higher.

**2. Contacts.**

- a. Contractor Contact. Contractor shall designate a single point of contact (“Contractor Contact”) responsible for issues relating to quality, completion of deliverables, issue management, accuracy and timeliness of time reporting and invoicing. The Contractor Contact for this program is: Brenda Rueda-Yamashita.
- b. Alliance Contact. The Alliance will designate an Alliance Contact responsible for monitoring Contractor’s performance with regard to performance of the services, completion of deliverables and compliance with the Agreement. The Alliance Contact for this program is: Linda Ayala.

**3. Vendor Oversight.** To comply with Alliance regulator provisions, including those from Centers for Medicare and Medicaid Services (“CMS”), Department of Health Care Services (“DHCS”), Department of Managed Health Care (“DMHC”), the following services and checks shall be incorporated into the Agreement.

- a. Contractor shall conduct employment history, criminal background checks (seven (“7”) years’ criminal, social security number (“SSN”) trace), and professional licensure verification (as applicable).
- b. Contractor shall conduct compliance training in accordance with 42 CFR 438.608; Title 42 CFR, Section 431.300 et seq., Section 14100.2, W & I Code.
- c. Contractor shall conduct monthly searches of government databases to verify employees assigned to perform Alliance related functions and activities are eligible for participation in federal and state funded programs.
- d. Contractor’s responsibilities for each required Function/Activity are to be performed by Contractor prior to new Contractor personnel being utilized on this engagement.

Function/Activity	Contractor Responsibilities	Alliance’s Responsibilities	Alliance’s Oversight
Criminal Background Check	Contractor conducts seven (7) years criminal background check and SSN trace/validation (1 name).	N/A	Contractor submits attestation verifying that employee’s criminal background check comports to Contractor’s standard outlined to the Alliance’s Vendor Management Department via email.
Compliance Training: Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI)	Contractor will conduct all trainings in accordance with 42 FDR 438.608; Title 42 CFR, Section 431.300 et seq., Section 14100.2, W & I Code for all employees performing Alliance	All trainings in accordance with 42 FDR 438.608; Title 42 CFR, Section 431.300 et seq., Section 14100.2, W & I Code.	Contractor submits signed attestation to the Alliance’s Vendor Management Department via email for each employee that successfully

<b>Function/Activity</b>	<b>Contractor Responsibilities</b>	<b>Alliance's Responsibilities</b>	<b>Alliance's Oversight</b>
	functions, in alignment with trainings administered to Client employees.		completes HIPAA & PHI compliance training.
Sanctions Check: Office of Inspector General (OIG)	Contractor will conduct monthly searches and rule out true matches and potential matches for employees excluded from participating in federal and state funded programs. Contractor will ensure that no persons found to be a match will perform Alliance related functions.	N/A	Contractor submits monthly email to the Alliance's Vendor Management Department via email signed attestation that each employee has is not a match on the OIG government exclusions lists.