



AGENCY ADMIN. & FINANCE
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December 7, 2010

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, Ca. 94612

SUBJECT: APPROVE A CONTRACT AUGMENTATION WITH INTEGRATED MEDICAL ASSOCIATES OF ALAMEDA COUNTY INC (IMAAC) FOR THE PROVISION OF MEDICAL TREATMENT TO BEHAVIORAL HEALTH CARE PATIENTS.

Dear Board Members:

RECOMMENDATIONS:

1. Approve a contract augmentation in the amount of \$86,237 for Integrated Medical Associates of Alameda County (IMAAC) to provide medical treatment to behavioral health care patients (Principal: Uchenna A. Okoronkwo II, M.D., President/CEO/Medical Director, Procurement Contract#5041), increasing funding amount from \$168,710 to \$254,947, and extending the original contract period of March 1, 2010 through February 28, 2011 to go through June 30, 2011.
2. Approve the attached financial recommendation

DISCUSSION/SUMMARY:

Coordination of medical care for mental health patients has traditionally been less than that afforded the general patient population. Contributing factors such as disruptive behavior in a normal clinic environment requiring that these patients be segregated from the general patient population and complex medication management have resulted in physical health care that is not always coordinated. For the past eleven years, starting in 1999, your Board has approved contracts with IMAAC for annual periods beginning in March and ending in the February of the following year. This contract is being extended to June 30, 2011 in order to bring it onto the same contracting period as other indigent contracts. In addition, the contract is being augmented to cover the rising costs of psychotropic medications.

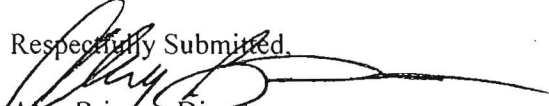
SELECTION CRITERIA/PROCESS

Your Board has been approving annual contracts with IMAAC, a local Oakland-based firm, to provide the required specialized services to the County's indigent patients since 1999. IMAAC is certified as a SLEB, certification number 09-00206.

FINANCING:

Funding for this contract comes from Tobacco Master Settlement Revenue located in Trust 83417. This office will prepare the journal to transfer the revenue prior to year end. Approval of these recommendations will have no impact on county General Fund revenue.

Respectfully Submitted,


Alex Briscoe, Director
Health Care Services Agency

CC: Auditor-Controller, County Counsel, County Administrator

Subject of Board Letter:

Approval of Contract Augmentation with IMAAC

BY: 2011

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	PROJ/GR	
350100	470720	00000		\$86,237
			ORG TOTAL	\$86,237

Informational

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL REVENUE \$86,237

ORG	ACCT	PROG	PROJ/GR	
350100	610000	00000		\$86,237
			ORG TOTAL	\$86,237

Informational

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$86,237

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Integrated Medical Associates of Alameda County, Inc (IMAAC), (“Contractor”) with respect to that certain agreement entered by them on March 12, 2010 (referred to herein as the “Contract”) pursuant to which Contractor provides outpatient primary medical care services to County.

County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
 1. Term of Agreement is revised to end on June 30, 2011, instead of February 28, 2011.
 2. Contract amount is increased by \$86,237.00, bringing the total to \$254,947.00.
 3. Exhibit A, Section 4. Program Description and Requirements is expanded to include the following additional services:
 - h) Contractor shall ensure that patients receive all needed prescriptions. The cost of prescriptions is covered under this contract.
 - i) Contractor shall execute a contract with a pharmacy in its area in order to provide IMAAC consumers with their prescribed medications. Contractor shall provide County with a copy of the contract.
 - j) Contractor shall work with BHCS to develop a clear referral procedure for clients referred from Crises Response Program (CRP) to IMAAC.
 4. Exhibit A, Section 5. Reporting Requirements is replaced in its entirety with the following:

a) Starting with the month of December, 2010, Contractor is required to submit monthly data according to the attached B-2 form, "Alameda County Health Care Services Agency MICRS Data Elements/System Reporting Format/Description for Providers Not Using One-e-App." Data should be submitted for all patients seen under this contract, including those seen by subcontractors. At a later date, Health Care Services Agency may ask that all patients be included, not limited by funding source.

b) Starting with the month of December, 2010, Contractor shall provide a written report that includes:

- i. For all patients referred from CRP, report of the number of visits provided, the number of appointments made and cancelled, and the number of no-shows.
- ii. Status of work with Behavioral Health Care Services Agency to ensure that uninsured adults with behavioral health concerns residing in Alameda County get a medical home.

5. Exhibit B, Sections 2.A.1 and 2.A.2 are replaced in their entirety as follows:

1) The total amount of reimbursement under the terms of this Contract shall not exceed \$254,947.00. Funds shall not be used for any other purpose than those specified in Exhibit A of this contract without prior written approval from the Director, Alameda County Health Care Services Agency.

2) County shall reimburse Contractor \$14,059.17 **monthly** from March, 2010 through November, 2010 based on submission of an invoice, verifying that services have been performed pursuant to the provisions delineated in Exhibit A of this amended contract, accompanied with acceptable monthly reports as defined in Exhibit A, Section 5, Reporting Requirements, of this Contract. Starting in December, 2010 through June, 2011, payments shall be

\$18,344.88 monthly.

- 2) Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this First Amendment is executed by the County (“Effective Date”).
- 3) The term of the Agreement is currently scheduled to expire on February 28, 2011. As of the Effective Date, the term of the Agreement is extended through June 30, 2011.

In consideration for Contractor’s additional services, the County shall pay Contractor in an amount not to exceed Eighty Six Thousand Two Hundred Thirty Seven U.S. dollars only (\$86,237.00). As a result of these additional services the not to exceed amount has increased from One Hundred Sixty Eight Thousand Seven Hundred Ten dollars (\$168,710.00) to Two Hundred Fifty Four Thousand Nine Hundred Forty Seven dollars (\$254,947.00) over the term of the Agreement.

4) DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit 1, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, 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 voluntarily 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.
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- 5) SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor is a SLEB vendor #09-00206.

 - 6) Except as expressly modified by this First 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 Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

Integrated Medical Associates of Alameda County, Inc. (IMAAC)

By: _____
Signature

By:  _____
Signature

Name: _____
(Printed)

Name: Uchenna A. Okoronkwo II, M.D.
(Printed)

Title: President of the Board of Supervisors

Title: President/CEO/Medical Director

Date: 11/24/10

Approved as to Form:

By:  _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT 1

**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 necessary 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: Integrated Medical Associates of Alameda County (IMAAC)

PRINCIPAL: Uchenna A. Okoronkwo II, M.D. TITLE: President/CEO/Medical Director

SIGNATURE:  DATE: 11/24/10