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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
By: Devin Dillon, Chief Academic Officer *dd*  
Vernon Hal, Senior Business Officer *VHA*

**Board Meeting Date** 3/25/15

**Subject** Community Based Organization – Master Contract – Alameda County Behavioral Health Care Services – 975/Programs for Exceptional Children

**Action Requested** Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavior Health Care Services. Services to be primarily provided by Programs for Exceptional Children Department for the period of July 1, 2014 to June 30, 2015.

**Background** Oakland Unified School District (OUSD), Programs for Exceptional Children (PEC), and Alameda County Behavioral Health Care Services (BHCS) have recognized that, for many special education students with persistent emotional and behavioral difficulties, mental health services would be most effective if delivered on public school sites in the special day classed themselves. THE Counseling Enriched Special Day Class (CESDC) is an integrated special education, mental health program where eligible students, and their families, receive on-site mental health services aimed at correcting or ameliorating persistent emotional problems that impair essential school functioning.

**Discussion** Approval by the Board of Education of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care services, Oakland, CA, for the latter to provide funding for Programs for Exceptional Children to provide Counseling Enriched Special Day Class and Educationally Related Mental Health Service Assessments to enhance the capacity of schools to promote a positive school climate that identifies and addresses student behavioral health needs and is supportive of students at risk; promote partnerships with teachers, parents, and other providers to create a school environment that fosters healthy social emotional development through a continuum of prevention, early intervention, and tertiary services for students and families; professional development for teachers and administrators, direct parent and teacher consultation for the period of July 1, 2014 through June 30, 2015 in an amount not to exceed \$772,429.00

**Recommendation** Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavior Health Care Services. Services to be primarily provided by Programs for Exceptional Children Department for the period of July 1, 2014 to June 30, 2015.

**Fiscal Impact** Funding Resource: Alameda County Behavioral Health Services Grant not to exceed \$772,429.00



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **Attachments**

- Master Contract Exhibit A and B Coversheet
- Exhibit A – Program Description and Performance Requirements
- Exhibit B – Terms and Conditions of Payment
- Exhibit C – County of Alameda Minimum Insurance Requirements
- Exhibit D – Audit Requirements
- Exhibit E – HIPAA Business Associate Agreement

**COMMUNITY BASED ORGANIZATION  
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Behavioral Health Care Services

Vendor ID #: 0000032634

Board PO #: 7190

Bus Unit: BHSVC

Master Contract #: 900322

Procurement Contract #: 10030

Budget Year: 2015

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350591	00000	N/A	N/A		
610341	10000	350591	40200	N/A	N/A		772,429
610341	10000	350591	41431	N/A	N/A		
610341	10000	350591	41432	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		

Justification if partial encumbrance or liquidation requested: \_\_\_\_\_

Federal Funds Waiver #: \_\_\_\_\_

Contract Maximum: 772,429

Procurement Contract Begin Date: 07/01/2014

Expire Date: 06/30/2015

Period of Funding From: 07/01/2014 To: 06/30/2015

Department Contact: Network Office Administration

Telephone #: (510) 567-8296

QIC Code: 28007

Contractor Name: <u>Oakland Unified School District - CESDC</u>	
Project Name: _____	
Contractor Address: <u>2850 West Street, Oakland, CA 94608</u>	
Remittance Address: <u>2850 West Street, Oakland, CA 94608</u>	ALCOLINK Vendor Address#: _____
BOS Dist. #: _____	
Contractor Telephone #: <u>(510) 639-3340</u>	Fax #: _____
E-mail (Signatory): <u>sheilagh.andujar@ousd.k12.ca.us</u>	
Contractor Contact Person: <u>Ms. Sheilagh Andujar</u>	
E-mail (Contact): <u>sheilagh.andujar@ousd.k12.ca.us</u>	
Contract Service Category: <u>Mental Health</u>	
Estimated Units of Service: <u>See Exhibit B-3</u>	

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	772,429	772,429			
Amount of Encumbrance	772,429	0			
File Date	6/3/2014	6/3/2014			
Item #	29309/7	29309			
Reason	Interim	Final Agreement			

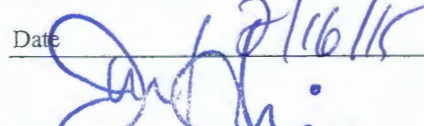
Funding Source Allocation:	Federal - CFDA #:	State	County
	\$ 0	\$ 772,429	\$ 0

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT**

By \_\_\_\_\_  
Signature: Manuel J. Jimenez, Jr., MA MFT

Title Director, Behavioral Health Care Services

Date 7/16/15  


**James Harris**  
President, Board of Education

**CONTRACTOR**

By Sheilagh Andujar  
Signature \_\_\_\_\_

Sheilagh Andujar  
Print or Type Name \_\_\_\_\_

Title Deputy Chief, MHC Date 7/15/15

By Bernice Stanley  
Signature \_\_\_\_\_

Bernice Stanley  
Print or Type Name \_\_\_\_\_

**Antwan Wilson** Title Coordinator, Mental Health Programs Date 2/9/15  
Secretary, Board of Education

## EXHIBIT A

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

<b>Contracting Department</b>	Alameda County Behavioral Health Care Services (BHCS)
<b>Contractor Name</b>	Oakland Unified School District (OUSD)
<b>Contract Period</b>	July 1, 2014 – June 30, 2015
<b>Type of Contract</b>	Master
<b>Contract Number</b>	900322

#### I. Program Name

- Educationally Related Mental Health Services (ERMHS) Initial Assessments
- Counseling-Enriched Special Day Class (CESDC)

#### II. Contracted Services

Outpatient Services:

- Mental Health Services
- Case Management/Brokerage

#### III. Program Information and Requirements

##### A. Program Goals

Contractor shall provide ERMHS to accomplish the following client goals:

- Receive benefit from their special education services;
- Be successful in a less restrictive educational environment;
- Have more satisfying relationships with adults and peers in the school setting;
- Continue to enhance the quality of client/family life and community functioning;
- Reduce the impact of emotional problems on the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- Reduce symptomatology, absenteeism, and school suspensions; and
- Improve academic and social-emotional functioning.

##### B. Target Population

Contractor shall provide services to the following populations:

###### 1. Service Groups

Contractor shall provide services to students qualifying for special education whose emotional disturbance impacts their ability to engage in their education. The target population shall be students who are Oakland residents unless a special inter-district transfer is obtained involving both OUSD and BHCS.



## **2. Referral Process to Program**

Clients shall be referred and authorized to receive services by the client's school district per their Individualized Education Plan (IEP).

## **3. Program Eligibility**

### ERMHS Initial Assessments

Contractor shall only serve clients who are in special education or are in the process of being assessed for special education.

### CESDC

Contractor shall only serve clients referred through the IEP process who:

- Have a covered mental health diagnosis;
- Meet criteria for medical necessity;
- Have been assessed for ERMHS Services and found to qualify; and
- Have been referred and authorized to receive services by the client's school district.

Students shall begin receiving services upon entering CESDC and shall be eligible for the full range of services (consistent with IEP) for as long as they remain enrolled in the program (including when they are absent from school).

## **4. Limitations of Service**

Contractor shall stop services upon the implementation of an IEP documenting the exit of the student from the program or service, the student moved out of the district or county, or termination of services.

## **C. Program Description**

Contractor shall maintain programmatic services at the following minimum levels:

### **1. Program Design**

#### ERMHS Initial Assessments

Contractor shall provide initial assessments to determine whether students qualify for ERMHS and make referrals as appropriate. Contractor shall send ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations and ERMHS authorizations forms to Children's Specialized Services.

#### CESDC

Contractor shall provide services as described in client's IEP. The CESDC shall be an integrated special education mental health program where eligible students (and their families) receive mental health services aimed at correcting or ameliorating persistent emotional problems that impair essential school functioning. Contractor's program shall provide a structured learning environment, clearly articulated classroom rules, a functioning positive behavior system, and a collaborative team approach between the educational staff (teacher, instructional aides and/or intervention specialists), mental health providers (Licensed Practitioners of the Healing Arts and Mental Health Rehab Specialists), school site administrators and Special Education administrative staff. Team meetings including Contractor's staff shall occur on a weekly basis with larger coordinating meetings as needed.

Contractor shall provide case management/brokerage and mental health services including behavioral health assessment, evaluation, plan development, collateral, family engagement,<sup>1</sup> individual therapy, group therapy, individual rehabilitation, and group rehabilitation. Contractor's staff shall provide support to students to enable their participation in mainstreaming opportunities for course work and extra-curricular activities as appropriate. As determined by the client assessment and treatment plan, Contractor shall utilize evidence-based or promising practices including Cognitive Behavioral Therapy (CBT), Positive Behavioral Intervention and Supports (PBIS), Dialectical Behavior Therapy (DBT) and Collaborative Problem Solving (CPS).

The majority of services provided by Contractor shall be individual rehabilitation, as this service captures the intent to "wrap" mental health services "around and into" students' educational environment so that educational goals can be met in the least restrictive setting. Contractor shall provide collateral to family members, significant others, outside physicians and psychiatrists, and any other involved professionals (e.g., Social Services, Probation, Regional Center), as necessary to meet treatment goals and objectives.

Contractor's clinicians shall be responsible for ensuring that each CESDC student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

Case management shall be provided by Contractor through the students' assigned clinician-case carrier. Case management shall include a determination of the need for additional resources, both within and outside of the mental health system, and efforts to link students to those resources/providers. The general purpose of case management efforts shall be to expand the network of positive supports available to the student and family with the goal of improving home, community, and school functioning.

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<sup>1</sup> Family Engagement is an umbrella term which includes Family Therapy, Collateral Family Therapy, Collateral Family Groups, Multi-Family Groups, Collateral Caregiver, and any other new codes specified by BHCS.

## 2. Consumer/Client Flow

Contractor shall provide services as follows:

### ERMHS Initial Assessments

Milestone Activity	Timing
ERMHS Initial Assessment Plan	Assessment plans shall be completed and sent to client's parent/guardian for signature by Contractor's staff within 15 days from referral through the IEP process.
ERMHS Eligibility Assessment	ERMHS eligibility assessments shall be completed by Contractor's staff along with an IEP to review assessment with client's parent/guardian within 60 days of receipt of a signed assessment plan, not including school recess periods in excess of 5 days.
ERMHS Eligibility Assessment Report	Contractor's staff shall send ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations, and ERMHS authorizations forms to Children's Specialized Services within 5 days of the client's parent/guardian consenting services with an ERMHS provider.

### CESDC

Milestone Activity	Timing**
Behavioral Health Assessment	Behavioral health assessments shall be completed and signed by Contractor's staff within 30 days from the date of client's entry into the program and updated annually.
Treatment Plan Development*	Plans shall be completed and signed by Contractor's staff within 60 days from the date of client's admission into the program.
Intervention	Interventions, including mental health services and case management/brokerage, shall be ongoing between plan development and discharge.
Update of Treatment Plan and Intervention	Plans shall be updated by Contractor's staff annually and whenever there is a significant change in goals, mental health objectives, and events in the client's life.

\* *Treatment Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

\*\* *Please refer to the Quality Assurance Annual Memo dated July 22, 2014.*



### **3. Discharge Criteria and Process**

#### ERMHS Initial Assessments

For youth who are eligible for ERMHS, Contractor shall send ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations and ERMHS authorizations forms to Children's Specialized Services.

For those youth where an ERMHS assessment is completed and the youth is not eligible for ERMHS, Contractor shall advise parents (or other caregiver) that they can contact the County if they still want to access mental health services for their child; contractor shall provide the ACCESS phone number and any other relevant information.

#### CESDC

Contractor shall establish a projected discharge plan for each student through the process of assessment, evaluation, and treatment planning. The students and their parent/guardians shall be critical members of the treatment/IEP team. The discharge criteria, upon which the plan is based, shall be reflected in the treatment plan's goals and objectives, and the student's IEP goals, standards, objectives and benchmarks. Contractor shall review treatment plans for progress, or the lack thereof, a minimum of four times per year. The IEP goals, standards, objectives and benchmarks shall be formally reviewed at least annually.

Discharge planning shall involve collaboration between Contractor's treatment/IEP team, students/parents, and BHCS. In general, a planned discharge shall occur when the student's ability to learn is less impacted by emotional problems and a lesser level of school-based mental health support is needed. In the event that a student's emotional problems continue to seriously impair school functioning with minimal progress, consideration may be given to a higher level of mental health service.

### **4. Hours of Operation**

Contractor shall maintain the following minimum hours of operation for all clients:

Monday through Friday (during the school year): 8:30 a.m. - 4:30 p.m.



## 5. Service Delivery Sites

Contractor shall provide services at the following locations:

### ERMHS Initial Assessments

OUSD – Special Education  
2850 West Street, Oakland, CA 94608  
RU 01K71

As a very time-limited service, the ERMHS initial assessments may take place at any site within OUSD.

### CESDC Sites

Howard Elementary School (one classroom)  
8755 Fontaine Street, Oakland, CA 94605  
RU 01IK1

P.L.A.C.E. (Preparatory Literary Academy of Cultural Excellence)  
@ Prescott Elementary School (one classroom)  
920 Campbell Street, Oakland, CA 94607  
RU 01LO1

Roots International Academy (one classroom)  
1390 66th Avenue, Oakland, CA 94621  
RU 01HY1

Edna Brewer Middle School (one classroom)  
3748 13th Avenue, Oakland, CA 94610  
RU 01AB9

Frick Middle School (one classroom)  
2845 64th Avenue, Oakland, CA 94605  
RU 01AB8

Fremont High School (one classroom)  
4610 Foothill Boulevard, Oakland, CA 94601  
RU 01AB6

Oakland Technical High School (one classroom)  
4351 Broadway, Oakland, CA 94611  
RU 01AB7

Oakland Technical Fashion Academy (one classroom)  
5263 Broadway Terrace, Oakland, CA 94618  
RU 01LN1

Martin Luther King, Jr. Elementary School (one classroom)  
960 10th Street, Oakland, CA 94607  
RU 01AB12

Skyline High School (one classroom)  
12250 Skyline Boulevard, Oakland, CA 94619  
RU 01M51

McClymonds High School (one classroom)  
2607 Myrtle Street, Oakland, CA 94607  
RU 01M61

Contractor shall obtain approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

#### **D. Minimum Staffing Qualifications**

Contractor shall have and maintain current job descriptions on file with BHCS for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for employment and duties to be performed. Contractor shall submit revised job descriptions prior to implementing any changes or employing or contracting with persons who do not meet the minimum qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

### **IV. Contract Deliverables and Requirements**

#### **A. Process Measures**

##### ERMHS Initial Assessments

Contractor shall provide a total of 400 staff hours to 50 unduplicated clients on an annual basis.

CESDC

Contractor shall provide the following services/deliverables:

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
▪ Assessment	100	50
▪ Evaluation	280	50
▪ Plan Development	200	50
▪ Collateral	450	50
▪ Family Engagement	200	50
▪ Individual Therapy	850	50
▪ Group Therapy	600	50
▪ Individual Rehabilitation	3,420	50
▪ Group Rehabilitation	100	50
<i>Subtotal</i>	6,200	50
Case Management/Brokerage	1,440	50
<b>Total</b>	<b>7,640</b>	<b>50</b>

Detail of Service Units by School Site

Service Type	Howard	PLACE	Roots	Edna B	Frick	Fremont	Oak Tech	OT FA	MLK	Skyline	McClymonds	Total
Assessment	9	9	9	9	9	9	10	9	9	9	9	100
Evaluation	25	25	25	25	25	25	30	25	25	25	25	280
Plan Development	18	18	18	20	18	18	18	18	18	18	18	200
Collateral	40	41	41	41	41	41	41	41	41	41	41	450
Family Engagement	18	18	18	18	18	20	18	18	18	18	18	200
Individual Therapy	77	77	78	78	78	77	77	77	77	77	77	850
Group Therapy	54	54	54	54	55	55	55	55	54	55	55	600
Individual Rehabilitation	311	311	311	311	311	311	311	310	311	311	311	3420
Group Rehabilitation	9	9	10	9	9	9	9	9	9	9	9	100
<i>Subtotal</i>	561	562	564	565	564	565	569	562	562	563	563	6200
Case Management/Brokerage	130	130	130	130	130	135	135	130	130	130	130	1440
<b>Annual Staff Hours</b>	<b>691</b>	<b>692</b>	<b>694</b>	<b>695</b>	<b>694</b>	<b>700</b>	<b>704</b>	<b>692</b>	<b>692</b>	<b>693</b>	<b>693</b>	<b>7640</b>
<b>Annual Clients</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>50</b>

**B. Outcome Measures**

N/A for FY 14-15.



## **V. Reporting and Evaluation Requirements**

### **A. Reporting Requirements**

Contractor shall input data into an electronic data collection and claiming system approved by BHCS Information Systems (IS), by the third working day of each month, according to the written data entry procedures specified by BHCS IS, and complete any corrections based on the test claim by no later than the 20<sup>th</sup> of each month. Contractor shall submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

Contractor shall complete the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10<sup>th</sup> of the following year.

Contractor shall submit a CESDC Placement Notification to BHCS Children's Specialized Services (CSS) within five days of opening an episode in an electronic data collection and claiming system approved by BHCS IS for the purpose of monitoring ERMHS eligibility and ERMHS authorization.

### **B. Evaluation Requirements**

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

## **VI. Additional Requirements**

### **A. Site Certification/Licensure**

Contractor shall have and maintain current Medi-Cal certification and provide to BHCS Quality Assurance Office, on an annual basis, written confirmation of insurance and fire safety clearance for all OUSD school sites and facilities.

### **B. Other Requirements N/A.**

## **VII. Entirety of Agreement**

This Agreement shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes the Master Contract General Terms and Conditions, any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

Contractor agrees to the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.
- Exhibit A-2: Addendum for Quality Assurance.

**EXHIBIT A-1**  
COMMUNITY BASED ORGANIZATION MASTER CONTRACT  
Additional Terms and Conditions of Program and Performance

Contracting Department: **Behavioral Health Care Services (BHCS)**

Contractor Name: **Oakland Unified School District - CESDC**

Contract Period: **7/1/2014 to 6/30/2015**

Master Contract Number: **900322**

1. Confidentiality. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in those laws.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

2. Maintenance of Records. The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for



monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this contract.

3. Patient Rights. Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.
4. General Supervision. Services shall be under the general supervision of the Director of BHCS, as specified in Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.
5. Enrollment. All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/case opening/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.
6. Housing/Living Situation and Co-Occurring Informed Practice. Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at <http://www.acbhcs.org/providers/network/docs.htm>. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available online on the BHCS website, at <http://www.acbhcs.org/providers/network/docs.htm>.
7. BHCS Tobacco Control, Education and Prevention Guidelines. Contractor must adhere to the BHCS Tobacco Policy that was approved in 2011 and is available on the BHCS website, at <http://www.acbhcs.org/tobacco/guidelines.htm>.
8. Materials and Presentations: Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.
9. Organizational Chart. Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.
10. Administrative and Program Standards: Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines. Contractor shall comply with the Alameda County Ethical Code as posted on the Alameda County General Services Agency website, at <http://www.acgov.org/auditor/sleb/documents/ethics.pdf>, and by the Ethical Code of Conduct of all professional organizations that applies to their licensure.

11. Licenses, Permits and Certificates: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

12. Quality Assurance (QA): Contractor shall comply with the following QA provisions. Contractor shall comply with BHCS' Consumer Grievance and Appeal Policy and Procedures, as set forth in the BHCS QA Manual and such amendments as posted on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights. Contractor shall submit reports of client deaths and sentinel events to the BHCS QA Office within 14 days of the knowledge of a beneficiaries' death, or other sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual.

13. Continuity of Services. Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

14. Program Modification: Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification during the contract year. The request for modification shall be submitted to BHCS in writing.

15. Compliance with Contract Provisions. Contractors not in compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.

16. Medi-Cal Administrative Activities (MAA). Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California.



## EXHIBIT A-2

### COMMUNITY BASED ORGANIZATION MASTER CONTRACT Addendum for Quality Assurance

Contractor shall be responsible for knowing and implementing the policies contained in Alameda County Behavioral Health Care Services' (BHCS') Quality Assurance (QA) Manual as may be updated from time to time by BHCS. The manual and updates shall be available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Email communications may be made to notify providers of periodic updates and changes made to the QA Manual. Contractor shall have and maintain a QA Plan that meets the requirements of the BHCS Office of QA. This plan shall be available on-site for review by BHCS.

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- **UPDATES:** Contractor shall be responsible for informing the QA Office of any changes to Contractor's primary email address.
- **CREDENTIALING:** Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in BHCS, state and federal requirements. Contractor shall ensure that staff providing services under this Agreement are in good standing with Centers for Medicare and Medicaid Standards (CMS) and not on any list of providers who are excluded from participation in federal health care programs.
- **DOCUMENTATION STANDARDS:** Contractors shall comply with Documentation Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the BHCS Provider website. All of Contractor's QA staff and Clinical Supervisors shall attend BHCS Documentation Trainings and Continuous Quality Review Team (CQRT) Trainings annually.
- **QA AUDITS:** Contractor shall cooperate with BHCS in any review and/or audit initiated by BHCS.
- **UTILIZATION MANAGEMENT:** Contractor shall comply with policies related to the Utilization Management Program of BHCS as set forth in the QA Manual and the Clinical Quality Review Team (CQRT) Manual as may be updated from time to time by BHCS.
- **OTHER APPLICABLE POLICIES:** All Contractors/Providers shall comply with all other applicable policies as set forth in the QA Manual and such amendments as posted on the BHCS Provider website.



**EXHIBIT B**  
TERMS AND CONDITIONS OF PAYMENT

<b>Contracting Department</b>	<b><u>Behavioral Health Care Services</u></b>
<b>Contractor Name</b>	<b><u>Oakland Unified School District - CESDC</u></b>
<b>Contract Period</b>	<b><u>7/1/2014 to 6/30/2015</u></b>
<b>Contract Maximum</b>	<b><u>\$ 772,429</u></b>

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and BHCS) to this Contract shall abide by the terms of payment contained herein.

**I. Budget (Exhibits)**

BHCS, may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by BHCS for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the contract budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Composite Agency Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

**II. Terms and Conditions of Payment**

**A. Contract Amount/Maximum**

1. Contract and Program Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified above. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

## B. Budget Revision Procedures

### 1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from BHCS Fiscal Contract Manager of any variance of ten percent or greater between actual costs and approved budget costs in each program budget column for Personnel and/or Operating Expenses<sup>1</sup>.

### 2. Movement of Funds Between Programs/Reporting Units (RUs)

- a. Contractor may move an amount that is not greater than ten percent of the program/RU budget from which the funds are being shifted without prior written approval from BHCS, as long as the requested change WOULD NOT:
  - i. Impact the amount of required County match; and/or
  - ii. Move services between age-based Systems of Care (i.e., Children, Transition-Age Youth, Adults, Older Adults); and/or
  - iii. Move services between different service modalities (i.e. outpatient versus day treatment versus residential); and/or
  - iv. Move school-based services across Special Education Local Planning Areas; and/or
  - v. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
  - vi. Impact a categorical allocation for a particular program/RU including but not limited to grants, Mental Health Services Act (MHSA), Senate Bill 785, CalWORKS; and/or
  - vii. Shift funds between programs/RUs that have a different method of reimbursement such as provisional rate, negotiated rate or actual cost.
- b. BHCS may retrospectively approve written requests to move more than ten percent of funds between programs/RUs in response to unforeseen events which meet the following criteria:
  - i. Natural disasters, terrorist attacks, act of war
  - ii. Emergency purchases as necessary to protect client and public safety, avoid interruption of services; and to avoid financial loss, property loss and damage, or idled workers.
- c. Contractor must submit a written request to move funds between programs/RUs to the BHCS Fiscal Contract Manager, under the following circumstances:
  - i. The movement of funds falls under any of the exclusions identified above under Section II.B.2.a.i-vii; and/or
  - ii. More than ten percent of funds for a program/RU are being removed from any one program; and/or

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<sup>1</sup> A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Grantor. This is a common requirement for federal and state funding sources that the County also requires

- iii. The impact of the funds transfer from a larger program/RU into a smaller program/RU results in a program expansion of greater than 25 percent for the smaller program/RU; and/or
  - iv. The cumulative transfer of funds from numerous programs/RUs is greater than 20 percent of the total contract allocation during the contract term.
- d. When approval is required, written requests to move funds between programs/RUs must be received by the BHCS Fiscal Contract Manager as specified below:
- i. By December 1 of the current contract year for any change that would result in an increase to the contract maximum allocation for the current or subsequent contract year, or
  - ii. By December 1 of the current contract year for requests that fall under any of the exclusions identified under Section II.B.2.a.i-vii; or
  - iii. By February 1 of the current contract year if the request will not result in an increase to the total contract allocation for the current contract year or the subsequent contract year.
- e. All change requests must include the following:
- i. The names of impacted programs/RUs;
  - ii. The amounts to be moved;
  - iii. Whether the changes are being requested on a one-time versus ongoing basis; and
  - iv. Justification of why funds are needed in one program/RU more than the other, and any available information about the timing of changes in specific program(s)/RU(s), i.e., when utilization began to drop/increase.

Where required, Contractor must receive prior written approval from BHCS for the movement of funds between programs/RUs that fit under any of the circumstances described prior to moving funds or making program changes. Contractor may request updates on the status of the request one month from submission.

Failure to seek and receive BHCS approval for the contract changes described in this section II.B may result in denied claims against the program/RU allocation, unreimbursed costs or increased amount due to the County at Cost Settlement, reduced allocations in future contract years or termination of impacted programs within the contract.

It is the responsibility of Contractor to contact BHCS if it is unclear whether prior approval is needed. Change requests for this Contract will only be considered once per contract year.



3. Cost of Living Adjustment (COLA)  
COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year for the approved funding streams.
4. Available Resources  
Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact BHCS' dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, BHCS shall notify Contractor at least thirty days prior to the effective date of the adjustment.

### **C. Cost Settlement/Final Payment Provisions**

A Cost Settlement between BHCS and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

Cost Reports for each program shall be settled through the method stated on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet).

Payment methods and rate of reimbursement may be subject to renegotiation after BHCS review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

BHCS shall use the method(s) indicated in the Exhibit B-3: Method and Rate of Reimbursement to determine final reimbursement.

#### 1. Provisional Rate Reimbursement Method

Final reimbursement is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program.

BHCS shall base final reimbursement on cost per unit (CPU) of service, not to exceed the lesser of the following:

- a. Actual Cost per unit of service less applicable revenues collected from all other payment sources; or
- b. Contractor's published charges less applicable revenues collected from all other payment sources; or
- c. The maximum allowable CPU service reimbursement rate or other cap, less any applicable revenues collected from all other payment sources.

Should the CPU of service maximum be revised, Contractor's actual costs are subject to the applicable CPU maximum. Should Contractor's actual CPU of service exceed the maximum applicable CPU of service, Contractor's reimbursable cost will be reduced to the mandated limits.

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by BHCS.

If applicable to Contractor's funding source, BHCS will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health 1930- *Final Short Doyle Claim for Reimbursement* and Mental Health 1931- *Cost Report/Claims Paid Comparison Final Reimbursement* (Final Medi-Cal Reconciliation) for Contractor's review. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise BHCS prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

2. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State and Federal or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

**D. Conditions of Withholding Payment**

BHCS may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment if the identified issue is not remedied within the timeline specified in the notice of non-compliance. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date,

such as but not limited to Contract Renewal documents, Quarterly Financials, Year-End Cost Reports, cost data, audits, or other information required for contract administration, monitoring and/or renewal.

BHCS may, after three months of withholding funds for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until BHCS deems Contractor in compliance with the Contract.

2. Disallowances

BHCS may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by BHCS.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, BHCS may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by BHCS.

### **III. Invoicing Procedures**

#### **A. Monthly Invoices/Monthly Reimbursement Claim/Service Report**

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a BHCS template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor shall submit the original invoice with appropriate attachments to the BHCS Fiscal Contract Manager.



1. Invoice/Claim Attachments

- a. *For Actual Cost Programs:* Contractor shall submit invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.
- b. *For Negotiated Rate and Provisional Rate Programs:* Contractor shall attach the corresponding INSYST reports to the monthly invoice/claim.

**B. Reimbursement of Invoices After End of Contract Terms**

Contractor shall submit all invoices for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All invoices submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

**C. Cash Advance**

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on BHCS' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Repayment method is subject to BHCS approval. BHCS may make repayment adjustments or demand full repayment at any time after BHCS review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices, until repayment is satisfied.

**IV. Funding and Reporting Requirements**

**A. Financial Reports**

1. Quarterly Financial Reports

Upon one financial quarter's notice, BHCS may require Contractor to provide BHCS with detailed Quarterly Financial expenditure and revenue reports of actual costs and revenues applicable to each program reflected in Exhibit B-1: Funded Program Budget. If so requested by BHCS, Contractor shall submit Quarterly Financial Reports in the template provided by BHCS to BHCS Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1 <sup>st</sup> Quarterly Financial Report	July 1-September 30	October 31
2 <sup>nd</sup> Quarterly Financial Report	October 1-December 31	January 31
3 <sup>rd</sup> Quarterly Financial Report	January 1-March 31	April 30

2. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by BHCS. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

## V. Additional Terms and Conditions

### A. Revenue Enhancement

BHCS intends to establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement within thirty (30) days from BHCS notice. BHCS shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

#### Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. BHCS will provide test claim reports for all claims prior to submission to the State. Should BHCS receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

For additional provisions, please see Section II.C: Cost Settlement/Final Payment Provisions.

## **B. Contract or Program Termination**

### 1. Notice of Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

### 2. Contractor Responsibility

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
- d. Surrender all applicable records to BHCS, if requested by BHCS.
- e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all BHCS Quality Assurance (QA) and professional requirements.
- f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- g. Make arrangements to hold Contractor's financial records for five years, or until all audit and appeal processes with the State and County are completed
- h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that BHCS receives contact information for this point person, and any updates, in a timely manner.
- i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from BHCS.
- j. Participate in any required close-out audit.
- k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

BHCS may reimburse Contractor for reasonable and necessary costs or expenses incurred after BHCS' receipt of Contractor's notice of termination, within the contract maximum.

### **C. Termination for Cause**

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.



Oakland Unified School District

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Master Contract																			
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient									
			Howard	PLACE @ Prescott	McClymonds	Roots	Edna Brewer	Frick	Fremont	Oakland Tech High	Oakland Tech Fashion Academy	MLK										
			Provisional Rate RU 011K1	Provisional Rate RU (01LO1)	Provisional Rate RU (01M61)	Provisional Rate RU 01HY1	Provisional Rate RU 01AB9	Provisional Rate RU 01AB8	Provisional Rate RU 01AB6	Provisional Rate RU 01AB7	Provisional Rate RU (01LN1)	Provisional Rate RU (01LN1)	Provisional Rate RU 01AB12									
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	
<b>SALARIES &amp; WAGES</b>																						
Coordinator		101,800	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036	0.02	2,036
Accountant																						
Licensed Clinical Workers (1)	√	60,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000	0.05	3,000
Clinical Social Workers (11)	√	50,100	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050	0.50	25,050
MHRS/Intervention Specialist	√	20,500	0.20	4,100	0.20	4,100	0.20	0	0.20	4,100	0.20	4,100	0.20	0	0.20	4,100	0.20	0	0.20	4,100	0.20	0
Administrative Assistant		52,300	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523	0.01	523
Psychologist ERMHS Initial Assessment	√	63,200																				
Extended Contracts - CSW	√	98,800	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981	0.09	8,981
Extended Contracts - LCSW	√	35,400	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218	0.09	3,218
Extended Contract- Admin Assistant		55,557	0.01	482	0.01	482	0.01	482	0.01	482	0.01	482	0.01	482	0.01	482	0.01	482	0.01	482	0.01	481
Other (Admin and Other columns only)																						
S/T Salaries & Wages			0.97	47,390	0.97	47,390	0.77	43,290	0.97	47,391	0.97	47,391	0.77	43,291	0.97	47,391	0.77	43,291	0.77	43,291	0.77	43,290
Employee Benefits				16,587		16,587		15,152		16,586		16,586		15,152		16,586		15,152		15,152		15,152
<b>MH Professional Contracted Services</b>																						
	√																					
	√																					
<b>TOTAL SAL, WAGES &amp; BENEFITS</b>			<b>0.97</b>	<b>63,977</b>	<b>0.97</b>	<b>63,977</b>	<b>0.77</b>	<b>58,442</b>	<b>0.97</b>	<b>63,977</b>	<b>0.97</b>	<b>63,977</b>	<b>0.77</b>	<b>58,443</b>	<b>0.97</b>	<b>63,977</b>	<b>0.77</b>	<b>58,443</b>	<b>0.77</b>	<b>58,443</b>	<b>0.77</b>	<b>58,442</b>

<b>OPERATING EXPENSES</b>																						
Household Supplies																						
Food																						
Office Expense			886	886	886	886	886	886	886	886	886	886	886	886	886	886	886	886	886	886	886	885
Treatment Supplies			1,000	1,000	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Medical, Dental, Pharmaceutical Supplies																						
Maintenance																						
Structure																						
Equipment			250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	235	200		
Vehicles																						
Utilities																						
Communications																						
Membership Dues																						
Transportation																						
Travel			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Training			1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818
Professional & Specialized Services			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Insurance																						
Taxes & Licenses																						
Interest																						
Rents & Leases																						
Structure																						
Equipment																						
Vehicles																						
Depreciation																						
Structure																						
Equipment																						
Vehicles																						
Miscellaneous																						



PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Master Contract									
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	
			Howard	PLACE @ Prescott	McClymonds	Roots	Edna Brewer	Frick	Fremont	Oakland Tech High	Oakland Tech Fashion Academy	MLK
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate	
			RU 01IK1	RU (01LO1)	RU (01M61)	RU 01HY1	RU 01AB9	RU 01AB8	RU 01AB6	RU 01AB7	RU (01LN1)	RU 01AB12
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET

Other (Admin and Other columns only)												
TOTAL OPERATING EXPENSES			7,454	7,454	8,454	7,454	7,454	7,454	7,454	7,454	7,439	7,403

ADMIN												
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GROSS COST			71,431	71,431	66,896	71,431	71,431	65,897	71,431	65,897	65,882	65,845
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REVENUE (SPECIFY):												
TOTAL REVENUE			0	0	0	0	0	0	0	0	0	0

NET COST			71,431	71,431	66,896	71,431	71,431	65,897	71,431	65,897	65,882	65,845
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OUTPATIENT												
Case Management CCR 2.02												
TOTAL HOURS			130	130	130	130	130	130	135	135	130	130
COST PER HOUR			83.56	83.43	78.02	83.18	83.06	76.74	82.58	75.73	76.95	76.91
COST PER MINUTE			1.39	1.39	1.30	1.39	1.38	1.28	1.38	1.26	1.28	1.28
GROSS COST			10,863	10,846	10,142	10,814	10,797	9,976	11,148	10,223	10,004	9,998

Mental Health Services CCR 2.61												
TOTAL HOURS			561	562	563	564	565	564	565	569	562	562
COST PER HOUR			107.96	107.80	100.80	107.48	107.32	99.15	106.70	97.84	99.43	99.37
COST PER MINUTE			1.80	1.80	1.68	1.79	1.79	1.65	1.78	1.63	1.66	1.66
GROSS COST			60,568	60,585	56,753	60,618	60,634	55,921	60,283	55,674	55,878	55,846

Medication Support CCR 4.82												
TOTAL HOURS			0	0	0	0	0	0	0	0	0	0
COST PER HOUR			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST			0	0	0	0	0	0	0	0	0	0

Crisis Intervention CCR 3.88												
TOTAL HOURS			0	0	0	0	0	0	0	0	0	0
COST PER HOUR			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST			0	0	0	0	0	0	0	0	0	0

TOTAL OUTPATIENT HOURS			691	692	693	694	695	694	700	704	692	692
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ALAMEDA CO. PURCH/

OUTPATIENT												
Case Management												
TOTAL HOURS			130	130	130	130	130	130	135	135	130	130
COST PER HOUR			83.56	83.43	78.02	83.18	83.06	76.74	82.58	75.73	76.95	76.91
COST PER MINUTE			1.39	1.39	1.30	1.39	1.38	1.28	1.38	1.26	1.28	1.28
GROSS COST			10,863	10,846	10,142	10,814	10,797	9,976	11,148	10,223	10,004	9,998

Mental Health Services												
TOTAL HOURS			561	562	563	564	565	564	565	569	562	562

Oakland Unified School District

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Master Contract									
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient
			Howard	PLACE @ Prescott	McClymonds	Roots	Edna Brewer	Frick	Fremont	Oakland Tech High	Oakland Tech Fashion Academy	MLK
			Provisional Rate RU 01IK1	Provisional Rate RU (01LO1)	Provisional Rate RU (01M61)	Provisional Rate RU 01HY1	Provisional Rate RU 01AB9	Provisional Rate RU 01AB8	Provisional Rate RU 01AB6	Provisional Rate RU 01AB7	Provisional Rate RU (01LN1)	Provisional RU 01AB12
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
COST PER HOUR			107.96	107.80	100.80	107.48	107.32	99.15	106.70	97.84	99.43	99.37
COST PER MINUTE			1.80	1.80	1.68	1.79	1.79	1.65	1.78	1.63	1.66	1.66
GROSS COST			60,568	60,585	56,753	60,618	60,634	55,921	60,283	55,674	55,878	55,846
<b>Medication Support</b>												
TOTAL HOURS			0	0	0	0	0	0	0	0	0	0
COST PER HOUR			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST			0	0	0	0	0	0	0	0	0	0
<b>Crisis Intervention</b>												
TOTAL HOURS			0	0	0	0	0	0	0	0	0	0
COST PER HOUR			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST PER MINUTE			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS COST			0	0	0	0	0	0	0	0	0	0
TOTAL OUTPATIENT HOURS			691	692	693	694	695	694	700	704	692	692
TOTAL O/P GROSS COST			71,431	71,431	66,896	71,431	71,431	65,897	71,431	65,897	65,882	65,845
TOTAL COST			71,431	71,431	66,896	71,431	71,431	65,897	71,431	65,897	65,882	65,845
<b>REVENUE (SPECIFY):</b>												
TOTAL REVENUE			0	0	0	0	0	0	0	0	0	0
NET COST			71,431	71,431	66,896	71,431	71,431	65,897	71,431	65,897	65,882	65,845

Preparation/Revision Date: 9/24/14



Oakland Unified School District

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Outpatient	Outpatient	TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY
			Skyline	Initial Assessments				TOTAL
			Provisional	Provisional				TOTAL
			RU (01M51)	RU 01K71				BUDGET
<b>SALARIES &amp; WAGES</b>								
Coordinator		101,800	0.02	1,800			0.22	22,160
Accountant							0.00	0
Licensed Clinical Workers (1)	√	60,000	0.05	7,200			0.55	37,200
Clinical Social Workers (11)	√	50,100	0.50	18,720			5.50	269,220
MHRS/Intervention Specialist	√	20,500	0.20	3,200			1.20	23,700
Administrative Assistant		52,300	0.01	350			0.11	5,580
Psychologist ERMHS Initial Assessme	√	63,200			0.20	12,640	0.20	12,640
Extended Contracts - CSW	√	98,800	0.09	8,983			1.00	98,800
Extended Contracts - LCSW	√	35,400	0.09	3,220			1.00	35,400
Extended Contract- Admin Assistant		55,557	0.01	481			0.10	5,300
							0.00	0
							0.00	0
							0.00	0
							0.00	0
							0.00	0
Other (Admin and Other columns only)								
S/T Salaries & Wages			0.97	43,954	0.20	12,640	9.88	510,000
Employee Benefits				15,384		4,424		178,500
<b>MH Professional Contracted Services</b>								
	√							
	√							
<b>TOTAL SAL, WAGES &amp; BENEFITS</b>			<b>0.97</b>	<b>59,338</b>	<b>0.20</b>	<b>17,064</b>	<b>9.88</b>	<b>688,500</b>
<b>OPERATING EXPENSES</b>								
Household Supplies								0
Food								0
Office Expense				885				9,744
Treatment Supplies				2,000				13,000
Medical, Dental, Pharmaceutical Supplies								0
Maintenance								0
Structure								0
Equipment				250				2,685
Vehicles								0
Utilities								0
Communications								0
Membership Dues								0
Transportation								0
Travel				2,000				22,000
Training				1,820				20,000
Professional & Specialized Services				1,500				16,500
Insurance								0
Taxes & Licenses								0
Interest								0
Rents & Leases								0
Structure								0
Equipment								0
Vehicles								0
Depreciation								0
Structure								0
Equipment								0
Vehicles								0
Miscellaneous								0



Oakland Unified School District

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Outpatient	Outpatient	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY
			Skyline	Initial Assessments				TOTAL
			Provisional RU (01M51)	Provisional RU 01K71				
			BUDGET	BUDGET				BUDGET

Other (Admin and Other columns only)								
TOTAL OPERATING EXPENSES			8,455	0	83,929	0	0	83,929

ADMIN					0	0		0
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GROSS COST			67,793	17,064	772,429	0	0	772,429
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REVENUE (SPECIFY):								
					0			0
					0			0
TOTAL REVENUE			0	0	0	0	0	0

NET COST			67,793	17,064	772,429	0	0	772,429
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OUTPATIENT								
Case Management			CCR	2.02				
TOTAL HOURS			130			1,440		
COST PER HOUR			79.06		0.00			
COST PER MINUTE			1.32		0.00			
GROSS COST			10,278		0			

Mental Health Services								
			CCR	2.61				
TOTAL HOURS			563		400	6,600		
COST PER HOUR			102.16		42.66			
COST PER MINUTE			1.70		0.71			
GROSS COST			57,515		17,064			

Medication Support								
			CCR	4.82				
TOTAL HOURS						0		
COST PER HOUR			0.00		0.00			
COST PER MINUTE			0.00		0.00			
GROSS COST			0		0			

Crisis Intervention								
			CCR	3.88				
TOTAL HOURS						0		
COST PER HOUR			0.00		0.00			
COST PER MINUTE			0.00		0.00			
GROSS COST					0			

TOTAL OUTPATIENT HOURS			693		400	8,040		
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ALAMEDA CO. PURCH/

OUTPATIENT								
Case Management								
TOTAL HOURS			130		0	1,440		
COST PER HOUR			79.06		0.00			
COST PER MINUTE			1.32		0.00			
GROSS COST			10,278		0			

Mental Health Services								
TOTAL HOURS			563		400	6,600		

Oakland Unified School District

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	Outpatient	Outpatient	TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY
			Skyline	Initial Assessments				TOTAL
			Provisional	Provisional				TOTAL
			RU (01M51)	RU 01K71				BUDGET
			102.16	42.66				
			1.70	0.71				
			57,515	17,064				
<b>Medication Support</b>								
TOTAL HOURS			0	0			0	
COST PER HOUR			0.00	0.00				
COST PER MINUTE			0.00	0.00				
GROSS COST			0	0				
<b>Crisis Intervention</b>								
TOTAL HOURS			0	0			0	
COST PER HOUR			0.00	0.00				
COST PER MINUTE			0.00	0.00				
GROSS COST			0	0				
TOTAL OUTPATIENT HOURS			693	400			8,040	
TOTAL O/P GROSS COST			67,793	17,064			772,429	
TOTAL COST			67,793	17,064			772,429	
<b>REVENUE (SPECIFY):</b>								
							0	
							0	
TOTAL REVENUE			0	0			0	
NET COST			67,793	17,064			772,429	

Preparation/Revision Date: 9/24/14



**EXHIBIT B-2  
COMPOSITE AGENCY BUDGET  
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: <b>OUSD - CESDC</b>		PERIOD: <b>JULY 1, 2014 - JUNE 30, 2015</b>		
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS		
REVENUE CATEGORIES		EXPENDITURE CATEGORIES		
		<i>Salaries &amp; Benefits</i>	<i>Services &amp; Supplies</i>	
<b><u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u></b>				
A. ALCOHOL & DRUGS				
Federal				
B. MENTAL HEALTH				
772,429				
Federal - IDEA				
Federal - SAMHSA				
Mental Health - AOD				
C. ALAMEDA COUNTY - OTHER (specify dept)				
Probation Department				
Health Care Services Agency				
SUBTOTAL				
772,429				
<b><u>II. OTHER SOURCES OF FUNDS</u></b>				
A. FEDERAL				
Community Development Block Grant				
B. STATE				
C. COUNTY (other than Alameda) / CITY				
First 5 Alameda County				
City of Fremont General Fund				
D. PATIENT / CLIENT FEES				
E. PRIVATE				
F. MISCELLANEOUS / OTHER				
Fremont, Newark & New Haven Unified School Districts				
SUBTOTAL				
0				
<b>GRAND TOTAL</b>		772,429	688,500	83,929



**EXHIBIT B-3  
METHOD AND RATE OF REIMBURSEMENT  
MASTER CONTRACT  
RATE SHEET  
FY 14-15**

Contractor: Oakland Unified School District

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
<b>*** IMPORTANT NOTICE ***</b>				
The County of Alameda sets the County Contract Rate (CCR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCR.				
01IK1	Outpatient-Howard Case Management Mental Health Services	Provisional Rate	130 561	83.56 per hour 107.96 per hour
01LO1	Outpatient-PLACE at Prescott Case Management Mental Health Services	Provisional Rate	130 562	83.43 per hour 107.80 per hour
01M61	Outpatient-McClymonds Case Management Mental Health Services	Provisional Rate	130 563	78.02 per hour 100.80 per hour
01HY1	Outpatient-Roots Case Management Mental Health Services	Provisional Rate	130 564	83.18 per hour 107.48 per hour
01AB9	Outpatient-Edna Brewer Case Management Mental Health Services	Provisional Rate	130 565	83.06 per hour 107.32 per hour
01AB8	Outpatient-Frick Case Management Mental Health Services	Provisional Rate	130 564	76.74 per hour 99.15 per hour
01AB6	Outpatient-Fremont Case Management Mental Health Services	Provisional Rate	135 565	82.58 per hour 106.70 per hour
01AB7	Outpatient-Oakland Tech High Case Management Mental Health Services	Provisional Rate	135 569	75.73 per hour 97.84 per hour
01LN1	Outpatient-Oakland Tech Fashion Academy Case Management Mental Health Services	Provisional Rate	130 562	76.95 per hour 99.43 per hour
01AB12	Outpatient-MLK Case Management Mental Health Services	Provisional Rate	130 562	76.91 per hour 99.37 per hour
01M51	Outpatient-Skyline Case Management Mental Health Services	Provisional Rate	130 563	79.06 per hour 102.16 per hour
01K71	Outpatient-Initial Assessment Mental Health Services	Provisional Rate	400	42.66 per hour

**EXHIBIT B-4**  
COST REPORT SUBMISSION TIMELINE

Settlement Steps	Timelines for Master Contract non-EPSDT*	Timelines for Master Contract w/EPSDT & Services As Needed (SAN) EPSDT*
Contractor completes service input into INSYST	First month after close of fiscal year (July)	
Cost Report forms & letter sent to Contractor	After BHCS receives cost report instructions and forms from the State (August)	
Contractor complete & submit Cost Report to BHCS	Third month after close of fiscal year (September)	
BHCS sends copy of Contractor State Cost Report for Contractor review	Sixth month after close of fiscal year (December)	
BHCS submits complete State Cost Report to State		
BHCS submits Final Contract Settlements to Master Contract non-EPSDT Contractors	Seventh month after close of fiscal year (January)	Not applicable
BHCS submits an informational contract settlement to Master Contract w/EPSDT & EPSDT SAN Contractors. Contractor has 15 days to notify BHCS of intent to appeal either cost issues or total utilization issues.	Not applicable	Seventh month after close of fiscal year (January)
BHCS provides Master Contract w/EPSDT & EPSDT SAN CBO's with Medi-Cal report used to complete State Reconciliation		Sixteenth month after close of fiscal year (October)
BHCS submits State Reconciliation	Seventeenth month after close of fiscal year (November)	
BHCS submits Contract Settlement to Master Contractors with EPSDT and EPSDT SAN contract. Contractor has 15 days to notify BHCS of intent to appeal Medi-Cal utilization issues only.	Not applicable	Nineteenth month after close of fiscal year (January)
State begins Cost Report audit	During fourth year after submission of Cost Report	
State sends Fiscal Audit Report to BHCS	Before end of fifth year after submission of Cost Report	
If necessary, appeal process begins	Beginning of sixth year after submission of Cost Report	
BHCS sends notice to Contractor that fiscal year is closed	After appeal process has been completed	

**EXHIBIT B-5**  
MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Contractor must submit Appeals and/or Intent to Appeal for Cost Report Settlement to BHCS within fifteen business days of receipt of Preliminary Contract Settlement Reimbursement and/or Certified Final Reconciliation of Cost Report. All appeals shall be submitted to:

Behavioral Health Care Services  
ATTENTION: Nicole Mallari  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606  
REFERENCE: Appeal FY XX/XX

- a. BHCS will send notice to Contractor within ten business days of receipt of Intent to Appeal with the deadline for submitting the appeal and supporting documentation.
2. Each appeal must be for a unique fiscal year and shall be so indicated in the Reference Section of the Appeal. Contractor must clearly and concisely state the reason or area of disagreement for the appeal; a statement of 'do not agree' does not meet the definition of a clear statement.
    - a. Contractor must include payors and/or financial records. If no supporting documentation is available, state the reason that no supporting documentation is being submitted.
    - b. The following are examples of what Contractors should include in appeals:

*<Contractor Name> is appealing Cost Report Settlement Form for FY <XX/XX> on the following basis...*

- i. Example One:

*The total cost reported in the Settlement does not agree with our agency's cost. BHCS has listed <\$> as the cost versus <Contractor Name> cost of <\$<sup>2</sup>>.*

- ii. Example Two:

*Our records indicate that the number of EPSDT approved services provided were different from services included in the Settlement Form. Our totals are as follows:*

<i>Case Management</i>	<i>&lt;XX&gt;</i>
<i>Mental Health Services</i>	<i>&lt;XX&gt;</i>
<i>Medication Support</i>	<i>&lt;XX&gt;</i>

- iii. Example Three:

*Our records indicate that some of clients listed on BHCS Unfunded Report were Medi-Cal EPSDT eligible, as follows<sup>3</sup>:*

*Client A*  
*Client B*  
*Client C*

---

<sup>2</sup> Contractor must include financial records to support the appeal.

<sup>3</sup> Contractor must include copies of eligibility records for each client included in the appeal.



**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Employee Dishonesty and Crime</b>	Value of Cash Advance
<b>F Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606</li> <li>- With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



ADMINISTRATOR: Keenan & Associates  
 1111 Broadway, Suite 2000  
 Oakland, CA 94607  
 LICENSE # 0451271  
 510-986-6750  
 www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY: Oakland Unified School District  
 1000 Broadway, Suite 300  
 Oakland CA 94607

ENTITIES AFFORDING COVERAGE:  
 ENTITY A: Northern California ReLIEF  
 ENTITY B:  
 ENTITY C:  
 ENTITY D:  
 ENTITY E:

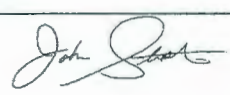
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-106	7/1/2014 7/1/2015	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[ ] WC STATUTORY LIMITS [ ] OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:  
 As respects to the Standard Services Agreement between the County of Alameda, Behavioral Health Care Services and Oakland Unified School District to provide school-based behavioral health services to student through the coverage expiration date.  
 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER: County of Alameda  
 Behavioral Health Care Services  
 Attn: Fred Zhang  
 1900 Embarcadero Cove, Suite 205  
 Oakland CA 94606

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

  
 John Stephens  
 AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2014

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660 949-756-0271 • Fax 949-756-2713 • License No. 0C36861	<b>CONTACT NAME:</b> _____
	<b>PHONE:</b> _____ <b>PHONE:</b> _____
	<b>E-MAIL ADDRESS:</b> _____
	<b>PRODUCER:</b> _____
	<b>CUSTOMER ID #</b> _____
<b>INSURED:</b>  Oakland Unified School District 1000 Broadway Street Oakland, CA 94607	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> New York Marine and General Insurance
	<b>INSURER B:</b> State National Insurance Company
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.		
	<b>AUTOMOBILE LIABILITY EXCESS OF SIR</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per Accident)		
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE		
A	<b>EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y/N			WC2014EPP00296	07/01/14	07/01/15	X	WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> N (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW		N/A	NDE-0848943-14	07/01/14	07/01/15		E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
	<b>OTHER</b>								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Accord 101, Additional Remarks Schedules, if more space is required)

EVIDENCE OF COVERAGE ONLY

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE ONLY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-06	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

County of Alameda  
Behavioral Health Care Services  
Attn: Fred Zhang  
1900 Embarcadero Cove, Suite 205  
Oakland CA 94606

**As Respects:**

As respects to the Standard Services Agreement between the County of Alameda, Behavioral Health Care Services and Oakland Unified School District to provide school-based behavioral health services to student through the coverage expiration date. Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers are included as an Additional Covered Party.



\_\_\_\_\_  
Authorized Representative

Issue Date: 6/24/2014

## DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



## EXHIBIT D

### AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

#### I. **AUDIT REQUIREMENTS**

##### A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

##### B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

**II. AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

### **III. AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

### **IV. ADDITIONAL AUDIT WORK**

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.



## EXHIBIT E

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Unified School District - CESDC, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

#### I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

#### II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

#### III. SPECIFIC DEFINITIONS

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

*Covered Entity.* “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information.* “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations.* “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

#### **IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:



- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall



notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however,

this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

## VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## VII. TERMINATION

- A. *Termination for Cause.* A Contractua Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may

terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

## VIII. MISCELLANEOUS

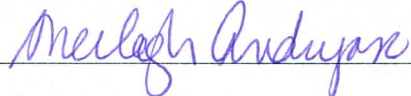
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.



- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by  
**CONTRACTOR:**

**Name:** Oakland Unified School District - CESDC

**By (Signature):** 

**Print Name:** Sheilagh Andujar

**Title:** Assistant Superintendent

**EXHIBIT F**  
COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and 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 or attach an additional page.

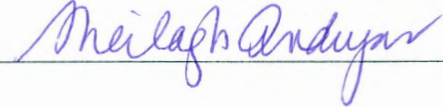
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the 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.

**CONTRACTOR:** Oakland Unified School District - CESDC

**PRINCIPAL:** Sheilagh Andujar                      **TITLE:** Assistant Superintendent

**SIGNATURE:**                       **DATE:** 2/5/15