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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Office
Jennifer Blake, Executive Director

Meeting Date October 13, 2021

Subject Community-Based Organization Master Contract FY 21-22 Final

Ask of the Board Approval by the Board of Education of Community-Based Organization Master Contract FY 21-22 Final between Oakland Unified School District (Contractor) and Alameda County Behavioral Health Care Services, Oakland, CA, for the latter to provide funding for Special Education Department to provide Counseling Enriched Special Day Class services in accordance with students' Individual Education Programs (IEPs).

Background Oakland Unified School District, Special Education Department, and Alameda County Behavioral Health Care Services 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 class 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 This contract enables the District to fulfill its legal obligation to the compliant implementation of IEPs for students who require Educationally Related Mental Health Services (ERMHS) to access their primary instructional program. Beyond the provision of direct therapeutic service in accordance with IEPs, the purpose of the contract is 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, to promote partnerships with teachers, parents, and other providers, and to create a school environment that fosters healthy social-emotional development through a continuum of direct services. In addition, the contract allows access to ongoing professional development for teachers, staff, and administrators and direct parent and teacher consultation for the period of July 1, 2021 through June 30, 2022. Without this contract, the District would be unable to

maintain the staffing necessary to implement the IEP services for students with established mental health needs. The usual procedure from the County is that an “interim” contract is sent to the District prior to the end of the last fiscal year then a “final” contract is presented to the District during the current fiscal year.

Fiscal Impact

The compensation payable to the Contractor shall not exceed \$1,205,857 for the term of this Master Contract.

Attachment(s)

- Community Based Organization Master Contract Amendment Coversheet
- Exhibit A – Program Description and Performance Requirements
- Exhibit B – Terms and Conditions of Payment
- Exhibit C – Minimum Insurance Requirements
- Exhibit D – Audit Requirements
- Exhibit E – HIPAA Business Associate Agreement
- Exhibit F – Debarment and Suspension Certification
- Exhibit O – The Iran Contracting Act (ICA) of 2010



**COMMUNITY-BASED ORGANIZATION MASTER CONTRACT
 AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of **July 1, 2021**, is a part of the Community Based Organization Master Contract No. **900322** made and entered into by and between the County of Alameda (“County”), and **Oakland Unified School District** hereinafter referred to as the (“Contractor”).

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms and Conditions of Payment;
3. **Exhibit C** – Minimum Insurance Requirements;
4. **Exhibit D** – Audit Requirements;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Debarment and Suspension Certification.
7. **Exhibit O** – The Iran Contracting Act (ICA) of 2010

The Exhibits A & B of this Amendment entered into between **Behavioral Health Care Services (ACBH) of County of Alameda** and Contractor replace and supersede any and all previous Exhibits A & B entered by both parties for this Procurement Contract. Except as herein amended, the Procurement Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2021** through **June 30, 2022**. The compensation payable to Contractor hereunder shall not exceed **\$1,205,857** for the term of this Agreement.

Dept. Contact Contracts Administration Phone (510) 567-8296 Email Contracts@acgov.org

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

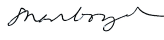
COUNTY OF ALAMEDA

By _____ Date _____
 Signature

Name Karyn L. Tribble, PsyD, LCSW

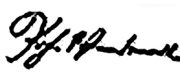
Title Director, ACBH

NAME OF CONTRACTOR

By  Date 10/14/2021
 Signature

Name Shanthi Gonzales

Title President, Board of Education

By  Date 10/14/2021
 Signature

Name Kyla Johnson-Trammell

Title Superintendent and Secretary, Board of Education


Approved as to form by OUSD Staff Attorney
 Joanna Powell on 9/1/21. 

EXHIBIT A
TABLE OF CONTENTS

CONTRACT PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Oakland Unified School District (OUSD)
Contract Period	July 1, 2021 – June 30, 2022
Type of Contract	Master

Contractor shall comply with the terms and conditions of the Applicable Exhibit A Documents, attached to and made a part of this Exhibit A.

Exhibit A-1 Standard Requirements

Exhibit A-2 Lobbying Restrictions and Disclosure Certification
 Attachment 1: Certification Regarding Lobbying

Exhibit A(a) Scope of Work (SOW): Counseling-Enriched Special Day Class (CESDC) and
 Educationally Related Mental Health Services (ERMHS)
 Exhibit A - Program Requirements (A-P): CESDC

EXHIBIT A-1 STANDARD REQUIREMENTS

I. SCOPE OF SERVICE REQUIREMENTS

Contractor shall provide, operate, and administer one or more of the following types of Mental Health (MH) programs: treatment, prevention, and/or other ancillary services.

Contractor shall comply with all administrative regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing mandatory departmental policies and procedures as contained in, but not limited to:

- i. Alameda County Behavioral Health Care Services (ACBH) Quality Assurance (QA) Manual (hereafter ACBH QA Manual);¹
- ii. ACBH Policy and Procedures Manual;² and
- iii. Applicable State-County Plans and Grant Agreements.³

Contractor shall comply with any additional requirements noted in this Exhibit A-1 or any pertinent regulations if receiving County, State, Federal (including Medi-Cal) funding of any kind.

Contractors not in compliance with contract provisions, or State or Federal law and/or regulation shall be immediately responsible for remedy. ACBH may, at its discretion, issue a Corrective Action Plan or Contract Compliance Plan. The cost to implement the Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBH up to and including program termination, as specified in the ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers Policy, and/or future debarment by Alameda County, as specified in any then current debarment policy (see Alameda County General Services Agency Debarment Policy approved on January 14, 2020).⁴

A. Medi-Cal Program Oversight

MH services shall be under the general supervision of the Director of ACBH.⁵ Pursuant to such Section, the aforementioned Director shall supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

¹ http://www.acbhcs.org/providers/QA/qa_manual.htm

² <http://www.acbhcs.org/providers/PP/Policies.htm>

³ <http://www.acbhcs.org/providers/network/cbos.htm>

⁴ https://www.acgov.org/agenda_minutes_app/board/bos_calendar/ag_min.jsp

⁵ As specified in Title 9, Division 1, Chapter 3, Article 3, Section 521 of the California Code of Regulations (CCR), <https://oal.ca.gov/publications/ccr/>

II. SERVICE DELIVERY SITE REQUIREMENTS

A. Site Inspection/Site Visits

ACBH, the Department of Health Care Services (DHCS), or any other applicable regulatory body has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed pursuant to this Agreement including premises in which it is being performed. If an inspection or evaluation is made of the premises of Contractor, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay work for either Contractor or ACBH. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve the right to attend any or all parts of external review processes.

B. Site Licenses, Permits, Certifications

Contractor shall obtain and maintain during the term of this Agreement 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.

Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.⁶ This fire clearance shall be renewed prior to expiration and submitted to the ACBH Site Certification email at SiteCertification@acgov.org. For services delivered at school districts, Contractor shall follow ACBH Quality Assurance (QA) policies for school-based sites.

At least 30 days prior to the move of any program location or change of contracted hours of operation, Contractor shall complete a Program Change Request Form⁷ and submit it to their ACBH Program Contract Manager. The completed and fully routed Program Change Request Form shall serve as ACBH approval of change of program location or contracted hours of operation in lieu of a contract amendment. For Specialty Mental Health Services (SMHS) billing to Medi-Cal, Contractor shall obtain site certification by ACBH and shall be responsible for any gaps in ability to claim during a period where the site is not certified.

C. Additional Requirements for Medi-Cal Programs

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBH QA Manual. For programs that are dispensing medications or seeking to dispense medications, Contractor shall ensure compliance with all of the requirements identified under the California Code of Regulations (CCR), Title 9, and under Section 16-3 of the ACBH QA Manual (Medi-Cal Site Certification Protocol – “How To”).

⁶ The term ‘client’ shall be synonymous with the term ‘consumer,’ ‘partner,’ ‘beneficiary,’ or ‘patient’ for the purposes of this Agreement.

⁷ <http://www.acbhcs.org/providers/network/cbos.htm>

Contractors providing MH treatment under Medi-Cal shall also have and maintain:

- i. Medi-Cal certification for each program that bills to Medi-Cal;
- ii. Medicare enrollment for each program that bills to Medi-Cal and has a contracted focus on serving Transition Age Youth, adults and/or older adults; and
- iii. Any additional licensure, registration, or accreditation required by regulations for the service being delivered.

Contractors providing Medi-Cal services shall have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients.

III. SERVICE PROVISION REQUIREMENTS

A. Informing Materials

Contractor shall comply with policies, procedures and adherence guidelines pertaining to the distribution of the ACBH Consumer Informing Materials pertaining to Consumer Rights, and the posting of the ACBH grievance and appeal poster in each of the Alameda County threshold languages. Contractor shall ensure that ACBH grievance and appeals materials are accessible to consumers without having to make a request (such as by placing hard copies in the reception area of service location).

B. Conservatorship

Contractors providing placement for a client who is under extended or permanent Lanterman-Petris-Short (LPS) Conservatorship shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

C. Additional Requirements for Medi-Cal Programs

Medi-Cal programs shall comply with the additional service provision requirements noted below.

1. Quality Assurance (QA) Plan

Contractors providing Medi-Cal services shall have and maintain a QA Plan that meets the requirements of the ACBH QA Department. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics from the ACBH QA Manual.

2. Authorizations

Contractors providing Medi-Cal services shall comply with ACBH and DHCS requirements for authorization and reauthorization of services including, but not limited to the DHCS Information Notice on Authorization of Specialty Mental Health Services (SMHS)⁸.

3. Enrollment and Other Health Coverage (Third Party Liability)

Contractors providing Medi-Cal services shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and at least monthly at the beginning of each month thereafter. 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. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to Federal, State 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. For clients living in Alameda County who are Medi-Cal eligible and not currently enrolled in Medi-Cal, or have Medi-Cal from another County, Contractor shall make best efforts to enroll or transfer the client in or to Alameda County Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This aid shall include but is not limited to assisting clients whose Medi-Cal benefits need to be transferred to Alameda County when the client has established his/her primary residence in Alameda County. Contractor shall contact the ACBH Billing and Benefits Services Medi-Cal Benefits Helpdesk for all inter-county Medi-Cal transfer requests.

4. Notice of Adverse Benefit Determination (NOABD)

Contractors providing Medi-Cal services shall provide beneficiaries with a NOABD under the following circumstances: 1) the denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by ACBH; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. Contractor shall utilize the ACBH NOABD templates in threshold languages and adhere to the ACBH policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries in areas including, but not limited to, reporting.

⁸ https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_IN_19-026_Authorization_of_SMHS.pdf

5. Beneficiary Handbook

Contractors providing Medi-Cal services shall be responsible for distributing the Guide to Medi-Cal Mental Health (MH) Services upon initial intake to enable clients to understand how to effectively use the behavioral health services to which they are entitled under Medi-Cal.

6. Patients' Rights

Patients' rights regarding Medi-Cal services shall be assured,⁹ and patient records shall comply with all appropriate State and Federal requirements.

7. Clinical Documentation

Contractors providing Medi-Cal services shall provide and maintain clinical documentation that complies with regulatory requirements and with ACBH Clinical Documentation Standards as specified in the ACBH MH Clinical Documentation Standards Manual for Master Contract Providers (also applicable for Services As Needed providers).¹⁰ Updates and/or clarifications to clinical documentation standards may also occur via ACBH QA memos and training materials.

8. CANS/ANSA

Contractors providing SMHS Medi-Cal services shall implement the Child and Adolescent Needs and Strengths Assessment (CANS), Adult Needs and Strengths Assessment (ANSA), and/or Pediatric Symptom Checklist (PSC-35) according to the procedures specified in the ACBH CANS, ANSA, and PSC-35 Implementation Policy and by the ACBH CANS/ANSA Coordinators. Exceptions are outlined in the ACBH CANS, ANSA, and PSC-35 Implementation Policy. Contractor may get a copy of the CANS from the primary Clinician/Service Provider.

9. Discharge Planning/Continuity of Services

Contractor shall begin discharge planning at intake. Contractor shall facilitate discharge and exit planning, care coordination, and continuity of care in accordance with the ACBH QA Manual, State standards for SMHS, and the ACBH Out of Network Access and Continuity of Care for Medi-Cal SMHS and SUD Services Policy.

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 should die or become unable to continue providing services, or in the event that a program closes.

To the extent appropriate and based on client consent, Contractor shall coordinate and communicate with other care providers or care managers serving the client for the

⁹ In compliance with Welfare and Institutions Code, Division 5, Section 5325 et seq. and California Code of Regulations (CCR), Title 9, Division 1, Chapter 4.5

¹⁰ http://www.acbhcs.org/providers/QA/docs/qa_manual/7-1_CLINICAL_DOCUMENTATION_STANDARDS.pdf

purpose of facilitating an effective transition and to prevent negative outcomes such as victimization, crisis, or homelessness.

IV. STAFFING REQUIREMENTS

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services and shall maintain any further requirements as specified for each program in the Exhibit A–Program Requirements and/or the Exhibit A–Scope of Work. Contractor shall notify the ACBH Program Contract Manager within five business days of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the contract period.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBH on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed change in the organization’s ownership, name and/or Federal Tax Identification pursuant to 42 Code of Federal Regulations (CFR) 455.104. Any person with a five percent or greater ownership interest shall also be subject to requirements set forth in 42 CFR 455.416.

C. Notice of Changes in Key Personnel

Contractor shall inform ACBH in writing as soon as known of any staffing changes in the following positions or the equivalent positions within Contractor’s organizational structure: Chief Executive Officer (CEO)/Executive Director, Chief Financial Officer (CFO)/Accountant, Other Contract Signatory, Billing Contact, Quality Assurance (QA) Director/Manager, Board Member, or Programmatic or Administrative Contact(s). Contractor shall notify ACBH by submitting to the ACBH Program Contract Manager a Provider/Program Change Notification Form.¹¹

Contractor shall notify ACBH Information Systems (IS) immediately if any of its staff with access to protected health information (PHI) or personally identifiable information (PII) through ACBH’s applications (e.g., Clinician’s Gateway, Insyst, Yellowfin) separate from the organization or change functions and no longer need this access so that ACBH can terminate/revoke access. Contractors shall notify ACBH of changes in employees, volunteers, Board Members, and agents of Contractor, non-clinical and clinical, providing and/or supporting Federally-funded services and/or goods under this Agreement. This notification shall be made through the ACBH Staff Number Request E-Form.¹²

¹¹ <http://www.acbhcs.org/providers/network/cbos.htm>

¹² <http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms>

D. Experience, Expertise and Training

Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team shall include at minimum, a CEO or Executive/Program Director and, for contracts over \$1,000,000, a Compliance Officer and a CFO or Finance Director/Accountant with at least five years of education, training, and/or experience in finance or business administration.

Contractor shall maintain staffing with professional experience and expertise in providing evidence-based, culturally, and linguistically appropriate services, particularly for any designated priority populations that Contractor has agreed to serve. Contractor shall ensure training of all applicable employees, volunteers, board members, owners, and/or agents who are providing and/or supporting services under this Agreement on Administrative and Compliance Requirements, in areas including but not limited to: documentation standards, billing requirements, Code of Conduct, Annual Compliance, and Health Insurance Portability and Accountability Act (HIPAA)/Privacy and Security. Contractor's trainings shall comply with any associated ACBH policies contained in the ACBH QA Manual, or the ACBH Policy Manual.

E. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBH upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue to be delivered in accordance with the requirements of this Agreement.

F. Credentialing/Certification of License

Contractor shall maintain a pre-hire process to ensure that supervisors and staff are appropriately credentialed and/or licensed without restrictions and provide services to clients within their individual scopes of practice and within any restrictions noted on the credential or license. Contractor shall ensure that staff register and maintain a valid provider profile with the Council for Affordable Quality Healthcare (CAQH)-ProView and attest to the accuracy of their profile information every 120 days. Contractor shall maintain copies of valid credentials and licensing, including renewals, for staff for the time they are employed in the staff's personnel files and this shall be furnished to ACBH upon request. Printouts from CA BreEZe do not satisfy this requirement. Contractor shall comply with the ACBH Credentialing and Re-Credentialing Policies, and shall work with ACBH to demonstrate compliance with regulatory requirements. Contractor shall ensure that all direct service staff receive supervision and maintain any Continuing Education Units (CEUs) or Continuing Medical Education (CME) Units as required by their respective credentialing body and as outlined by ACBH QA Manual section on Clinical Record Documentation Standards and/or on the MH Clinical Documentation Manual for Community-Based Organizations and County Clinics.

G. Provider Application and Validation for Enrollment (PAVE)

Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal beneficiaries on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to DHCS requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Final Rule.¹³ SMHS licensed individuals, required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal,¹⁴ include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor, Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist and Certified Pediatric/Family Nurse Practitioner. Interns, trainees, and associates are not eligible for enrollment.

H. Exclusion Lists

Contractor is responsible for performing the following Exclusion Checks prior to hiring a potential employee to ensure the employee is not suspended, debarred, excluded or otherwise ineligible for participation in government funded healthcare programs:

- i. California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List;
- ii. U.S. Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals and Entities;
- iii. U.S. System for Award Management; and
- iv. Social Security Administration Death Master File.

Contractor shall comply with applicable Federal and State suspension, debarment, and exclusion laws and regulations, including, without limitation, ongoing monitoring.

Contractor shall ensure that employees, volunteers, Board Members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting services under this Agreement are included in Contractor's Staff Roster on file with ACBH and are in good standing with CMS and DHCS and are not on any list of providers who are excluded from participation in Federal health care programs or on the Medi-Cal Suspended and Ineligible Provider List.¹⁵

¹³ Sources: DHCS Behavioral Health Information Notice No: 20-071, <https://www.dhcs.ca.gov/Documents/BHIN-20-071-21st-Century-Cures-Act-Provider-Enrollment-Requirements.pdf>, and DHCS Frequently Asked Questions dated 02/04/21: https://www.dhcs.ca.gov/provgovpart/Documents/PAVE_Project_for_Provider_Enrollment_Division/SMHSEnrollmentFAQFinal.pdf

¹⁴ <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>

¹⁵ In compliance with 42 CFR, Section 455.436; 42 CFR, Section 438.214

I. Compliance Program/Code of Conduct

Contractor shall ensure that each of its staff comply with the ACBH Ethical Conduct policies in the ACBH QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. Contractor shall ensure that it maintains on-file a signed Code of Conduct within the last 12 months for each employee, volunteer, board member, owner and/or agent who is providing and/or supporting services under this Agreement.

J. Criminal Background Consent

Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required under State law or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30 days upon request from CMS or DHCS pursuant to 42 CFR 455.434.

K. Oath of Confidentiality

Annually, Contractor shall collect a signed ACBH Oath of Confidentiality or an Oath of Confidentiality approved by the ACBH Privacy Officer as specified by ACBH from any staff who are paid or partially paid through this Agreement. Contractor shall comply with the ACBH Policy on Privacy, Security and Confidentiality Statement of Client Services, Records and Information.

L. Retention of Employee Records

Contractor shall retain employee files for credentials and training for the period of at least ten years from date of service, end of Medi-Cal or Medicare Advantage or Medicare Part D contract period, or audit completion, whichever is later.¹⁶ ACBH recommends a record retention period of at least 15 years from the date of service for programs billing to Medi-Cal and Medicare. Evidence of credentials and training shall be furnished to ACBH upon request.

V. TOBACCO, ALCOHOL, AND SUBSTANCE USE POLICIES

A. Drug-Free Workplace

Contractor shall provide a drug-free workplace in accordance with regulatory requirements.¹⁷ Contractor must notify the ACBH Program Contract Manager within five days if any employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County-funded facility or work site.

¹⁶ 42 C.F.R. Sections 422.504(i) (2) and 423.505(i)(2); Welfare and Institutions Code Section 14124.1; Title 22, California Code of Regulations, Section 51476

¹⁷ State of California Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990

B. Norms Around Substance Use

Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event funded in any way by County, whether on or off the program premises. Contractor agrees that information produced through these funds, and that pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program.

C. Provider Tobacco Policies and Consumer Treatment Protocols

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall implement the ACBH Provider Tobacco Policies and Consumer Treatment Protocols.¹⁸ In addition, providers shall follow the ACBH guidance around Medi-Cal claiming when tobacco use impacts client recovery. Smoking shall not be a factor in eligibility for services or discharge unless the smoking is occurring in violation of state or local law.

D. Smoke-Free Workplace Certification

United States Public Law 103-227 (Title X, Part C), also known as the Pro-Children Act of 1994, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted, that is used for the routine or regular provision of: 1) kindergarten, elementary, or secondary education or library services, or 2) health or day care services that are provided to children under the age of 18. The law applies if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

¹⁸ <http://www.acbhcs.org/bhcs-tobacco-policy/>

VI. CLIENT RECORDS, DATA, PRIVACY, AND SECURITY REQUIREMENTS

A. Confidentiality and Secure Communications

Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of patient information and records, Section 1704, Privacy and Security, of the ACBH Policy Manual, and Section 1603-1, Clinical Documentation, of the ACBH Quality Assurance (QA) Manual.

B. Electronic Privacy and Security

Contractors shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.

Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: client plan, discharge plan, informing materials, and health questionnaire.

Contractors entering data into the ACBH EHR, Clinician's Gateway, shall ensure that staff are trained to enter and maintain data within this system.

C. Access and Maintenance of Service Records

Contractor shall allow ACBH, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Controller General of the United States, and other authorized Federal and State agencies to evaluate performance under this contract, and to inspect evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time. The maintenance, access, disposal, and transfer of records shall be in accordance with the

ACBH Record Storage and Retention Policy and Procedure and shall comply with professional standards and applicable local, State, and Federal laws and regulations.¹⁹

D. Business Associate Agreement (BAA)

Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined by HIPAA. For these duties, Contractor may be a Business Associate of County of Alameda and shall comply with the applicable provisions set forth in Exhibit E, BAA, which is attached hereto and made part of this Agreement.

E. Breaches of Confidentiality

Contractor shall follow the BAA (Exhibit E), and the ACBH Privacy and Security Incident Reporting Policy and shall comply with State and Federal laws pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

VII. COORDINATION WITH ACBH AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

A. Provider Meetings

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall attend regularly scheduled ACBH System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBH throughout the term of this Agreement.

B. Quality Improvement (QI)

Contractor shall participate in QI activities, including participation in Performance Improvement Projects (PIPs) as requested ACBH in relation to state and federal requirements and responsibilities.

C. Grievances and Appeals

Contractor shall comply with the ACBH Consumer Grievance and Appeal Processes policy. Consumer grievances shall be defined as dissatisfaction with ACBH services in areas that shall include but are not be limited to: Contractor's service provision, Contractor's employees, the location of services, access/availability, or any other matter concerning the provision of Medi-Cal services. Consumer grievances shall be directed to the Consumer Assistance toll-free line at 1-800-779-0787 per the policy noted above. Contractor shall direct all ACBH consumers who wish to file an appeal for an adverse benefit determination to the ACBH Consumer Assistance toll-free line.

¹⁹ Including but not limited to 45 CFR Section 164.504, 42 CFR Section 438.3(h), and 42 CFR Section 438.230(c)(1-3)(i-iv)

D. Cooperation with Audits or Investigations

Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractors shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve the right to attend any or all parts of external review processes. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this contract or in the event Contractor has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to Code of Federal Regulations (CFR) Title 42, §§ 438.3(h) and 438.230(c)(3)(i-iii).

E. Acknowledgement of ACBH

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups that are supported in part or entirely by this Agreement, to County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

F. Assignment of Clayton Act or Cartwright Act Claims

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (15 USC Chapter 2 [commencing with section 16700]) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

G. Program Modification Approval Requirement

Contractors shall seek prior approval and immediately notify ACBH in writing in the event contracted services and activities require modification during the term of this Agreement. The request for any modification shall be submitted to ACBH in writing at least 30 days prior to proposed date for implementation of the change. Failure of notification constitutes a breach of this Agreement and is a cause for withholding payments and/or termination of this Agreement.

Contractors that participate in Medi-Cal Administrative Activities (MAA) shall comply with the policies and procedures required by DHCS, the Centers for Medicare and Medicaid Services (CMS), and ACBH. Contractors must maintain an approved MAA Claim Plan through the office of the ACBH MAA Coordinator. Preapproval from the ACBH Director of Finance must be requested and received prior to the contractor's discontinuation of MAA reporting activities.

H. Claims Corrections for Medi-Cal Programs

Contractors providing Medi-Cal services shall respond in a timely manner to ACBH requests for correcting Medi-Cal claims when such requests are made by ACBH.

VIII. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

A. Leveraging Technology to Meet Client Needs

Contractor may utilize technology, such as telehealth, to serve clients as specified by ACBH in the March 16, 2020 Memo around this subject,²⁰ the Quality Assurance (QA) Manual, the ACBH Policy Manual and any subsequent formal written communication about clarifications and/or changes from ACBH.

B. Americans with Disabilities Act

Contractor shall comply with the ACBH Physical Accessibility of Services Policy. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements.²¹

C. Charitable Choice

Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program or programs included in this Agreement. Contractor shall inform the County if it is faith-based.

If Contractor identifies as faith-based, Contractor shall:

- i. Submit to ACBH a written policy that states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- ii. Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- iii. Track and notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- iv. Ensure that the client makes contact with the alternate provider to which he or she is referred.

D. Non-Discrimination in Services and Employment

Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of the following protected categories: race; color; religion; national origin; sex; age; physical, sensory, cognitive, or

²⁰ <http://www.acbhcs.org/providers/network/cbos.htm>

²¹ Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794d) and the Americans with Disabilities Act of 1990, as amended

mental disability; marital status; sexual orientation; gender identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

For the purpose of this Agreement, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals seeking services or employment under this contract: denying an otherwise eligible individual any service, providing a benefit that is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition that individuals shall meet in order to be provided any service or benefit. Contractor shall comply with other regulatory requirements around non-discrimination in services and employment.²² Contractor shall post materials related to non-discrimination in services and employment. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall have policies and furnish upon request procedures that protect clients and employees in the above-listed protected categories from harassment.

D. Sex Offenders

Contractors shall not automatically decline services to individuals based solely on their status as registered sex offenders. Sex offender registrants must be considered for treatment and/or services individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor shall consult with the ACBH System of Care Director or designee and receive written permission to withhold services.

E. Whistleblower Program

Contractor shall be knowledgeable and educate its workforce about the ACBH Whistleblower Program and how to report potential fraud, waste, and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste, and Abuse Policy.

²² Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full.

G. Culturally and Linguistically Appropriate Services (CLAS)

Contractor's organization shall ensure equal access to quality of care by diverse populations and shall adopt the U.S. Department of Health and Human Services Office of the Minority Health National CLAS Standards.²³ Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization. See section IX.B. for annual training requirements.

H. Linguistic Capability

The County is responsible for ensuring that services are linguistically-responsive and provided in languages including but not limited to the County threshold languages of English, Spanish, Arabic, Chinese (spoken: Cantonese and Mandarin; written: Traditional and Simplified), Tagalog, and Vietnamese and any other threshold languages added at a later date. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBH Language Line.

I. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 as amended (22 USC Section 7104). Contractor shall provide evidence of compliance with this Act upon request by ACBH.

IX. REPORTING AND/OR EVALUATION REQUIREMENTS

A. Monthly

Contractor shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors receiving Federal funding shall complete and submit an ACBH Monthly Staff Change Attestation E-Form on a monthly basis prior to the 15th of the following month to attest that all staff changes have been submitted to ACBH as described in the ACBH OIG and Other Exclusion List Monitoring, Oversight, and Reporting Policy.

B. Annually

Contractor shall provide or update information on an annual basis to demonstrate compliance with the following:

i. Provider Contact Information

Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15th of the fiscal year.

ii. Culturally and Linguistically Appropriate Services (CLAS) Training

Applicable for programs operating under a Master (versus Services As Needed) Contract – All direct service staff and managers who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two of the CLAS trainings shall be offered through ACBH and

²³ <https://www.minorityhealth.hhs.gov/omh/browse.aspx?vl=2&lvlid=53>

shall be attended by at least two staff from Contractor's organization, one of which shall be a manager. Contractor shall submit the following information by July 10th of the following fiscal year to the ACBH Office of Ethnic Services:

- a. An electronic survey that demonstrates Contractor's implementation of CLAS Standards;
- b. A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
- c. A summary or copy of a plan to further implement CLAS Standards throughout the organization.

C. As Required

Contractor shall provide ACBH with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event and shall also adhere to State reporting guidelines for Unusual Occurrences per the appropriate State licensing agency. Contractor shall comply with the Formalized Case Review Policy.

D. As Requested

Contractor shall submit a current staff roster within 30-days of request by ACBH. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, owners with five percent or greater interest, and agents providing services and/or goods under this Agreement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Contractor shall submit any special information or reports requested by ACBH, and shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding. Any other emerging reporting required by applicable laws and regulations shall be submitted as a condition of maintaining funding.

E. Medi-Cal Programs

Medi-Cal programs shall provide or update information to demonstrate compliance with the following:

1. Ongoing or Monthly

Contractors providing Medi-Cal services shall input data into an electronic data collection and claiming system approved by ACBH Information Systems (IS) by the third business day of each month according to the written data entry procedures specified by ACBH IS, and complete any corrections based on the test claim by no later than the 20th of each month.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBH Timely Access to Service Standards and Tracking Requirements Policy. Contractor shall track all data as specified in the policy.

CANS/ANSA/PSC

Contractors providing Medi-Cal services shall input Child and Adolescent Needs and Strengths Assessment (CANS), Adult Needs and Strengths Assessment (ANSA), and/or Pediatric Symptom Checklist (PSC-35) data for each client according to the data entry procedures specified in the ACBH CANS, ANSA, and PSC-35 Implementation Policy and by the ACBH CANS/ANSA Coordinators, and for CANS/ANSA this shall include data entry into the ACBH Objective Arts CANS/ANSA Data Collection and Reporting System for programs operating under Master (versus Services As Needed) Contracts.

Provider, Program and Staff Information

Contractor shall submit any needed updates to provider, program and staff information, as well as attestation of accuracy of information on file by the 15th of each month as requested by ACBH to complete required publications, submissions and monitoring including but not limited to Provider Directory and Network Adequacy Reporting. Contractor's submission shall include but not be limited to Contractor's cultural and linguistic capabilities in service delivery and documentation of staff completion of cultural competence training and shall be in accordance with the format specified by ACBH and the California Department of Health Care Services (DHCS).²⁴

2. As Required

Correspondence from DHCS Provider Enrollment/Master Provider File Divisions

Contractor shall report any correspondence received from the DHCS Provider Enrollment Division or Master Provider File Division.

3. As Requested

Mental Health Statistics Improvement Plan (MHSIP)

Contractor shall conduct the MHSIP survey to collect information about perception of care as requested by ACBH and DHCS.

Updated: 03/01/2021

²⁴ In compliance with CFR 42, 438-10(h), (h)(1)(v); California Code of Federal Regulations (CCR) Title 9, chap. 11, §1810, subd. 410, MHSUDS, IN No. 18-011 and 18-020.

EXHIBIT A-2
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of Title 31, United States Code.

I. CERTIFICATION AND DISCLOSURE REQUIREMENTS

- A.** Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the one-page form, entitled “Certification Regarding Lobbying,” available on the Alameda County Behavioral Health Care Services (ACBH) website at <http://www.acbhcs.org/providers/network/cbos.htm>) that the recipient has not made, and will not make, any payment prohibited by Paragraph II of this provision.
- B.** Each recipient shall file a disclosure (in the one-page form, entitled “Disclosure of Lobbying Activities,” available on the ACBH website at <http://www.acbhcs.org/providers/network/cbos.htm>) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph II of this provision if paid for with appropriated funds.
- C.** Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph I.B. herein. An event that materially affects the accuracy of the information reported includes but is not limited to:

 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- D.** Each person (or recipient) who requests or receives from a person referred to in Paragraph I.A. of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- E.** All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph I.A. of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

II. PROHIBITION

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

**State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Oakland Unified School District

Name of Contractor

Shanthi Gonzales

Printed Name

MC No. 900322/PC No. 21910

Contract/Grant Number



Signature

President, Board of Education


Title

10/14/2021

Date

Last revised: 03/22/18

Printed Name: Kyla Johnson-Trammell

Signature: 

Title: Superintendent and Secretary, Board of Education

Date: 10/14/2021

**EXHIBIT A(a)-SCOPE OF WORK (SOW):
COUNSELING-ENRICHED SPECIAL DAY CLASS (CESDC) AND
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES (ERMHS)**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Oakland Unified School District (OUSD) — CESDC
Contract Period	July 1, 2021 – June 30, 2022
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein:

I. Program Name

- Counseling-Enriched Special Day Class (CESDC) – Various Reporting Units (RU)
- ERMHS Initial Assessments and Outpatient Services – RU #01P61

II. Contracted Services

See Applicable Exhibit A Documents

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention

Medi-Cal Requirements Apply

III. Program Information and Requirements

A. Program Goals

See Applicable Exhibit A Documents

For each of these program components, Contractor shall provide Educationally Related Mental Health Services (ERMHS) to help clients accomplish the goals identified in the Exhibit A-Program Requirements (Exhibit A-P): CESDC.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

The target population shall be students who enrolled in OUSD schools.

2. Referral Process to Program

See Applicable Exhibit A Documents

Clients shall be referred and authorized to receive services by the client’s school district.

3. Program Eligibility

See Applicable Exhibit A Documents

CESDC and ERMHS Outpatient Services

Contractor shall only serve clients referred through the Individualized Education Plan (IEP) process who are school aged (up to the client’s 22nd birthday).

ERMHS Initial Assessments

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

- 4. Limitations of Service** See Applicable Exhibit A Documents
ERMHS Outpatient Services shall continue to be approved by the client’s school district per their IEP. Changes to the IEP may result in changes to the provision of Contractor’s ability to provide ERMHS services.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

- 1. Program Design** See Applicable Exhibit A Documents
CESDC

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).

ERMHS Initial Assessments

Contractor shall provide initial assessments to determine whether students qualify for ERMHS and make referrals as appropriate. Contractor shall send the ERMHS eligibility assessment report, most recent IEP, most recent psycho-educational evaluations, and ERMHS authorizations forms to Children’s Specialized Services. Contractor may also provide brief case management and mental health services to ERMHS qualified students and their families who have challenges accessing mental health services with the goal of making referrals and linkages.

Contractor shall conduct assessment with input from the client, parents/guardians, teachers, and other relevant parties.

ERMHS Outpatient Services

Contractor shall provide services as described in the client’s IEP. Contractor’s clinicians shall be responsible for ensuring that each student receives, according to the student’s IEP and treatment plan, the appropriate combination of mental health services. Contractor shall provide outpatient services including mental health services, case management/brokerage, and crisis intervention. Contract shall utilize family engagement¹ strategies for all clients served within this program.

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.

¹ 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 ACBH.

Contractor shall acknowledge that it is the School District’s responsibility to communicate with the parent and/or guardian regarding their willingness to access their insurance plans (Medi-Cal and Private) to cover the cost of ERMHS services, and Contractor shall coordinate any associated inquiries directly with the School District. ACBH shall not initiate or facilitate these inquiries.

2. Discharge Criteria and Process See Applicable Exhibit A Documents
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 caregivers) that they can contact the County if they still want to access mental health services for their child; Contractor shall provide the phone number to Acute Crisis Care and Evaluation for Systemwide Services (ACCESS) and any other relevant information.

ERMHS Outpatient Services

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. 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 ACBH.

3. Hours of Operation See Applicable Exhibit A Documents

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

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

4. Service Delivery Sites See Applicable Exhibit A Documents

Contractor shall provide services at the following locations:

CESDC Sites

- Edna Brewer Middle School (one classroom), 3748 13th Avenue, Oakland, CA 94610 (RU #01O81)
- Fremont High School (two classrooms), 4610 Foothill Boulevard, Oakland, CA 94601 (RU #01O91)
- Frick Middle School (one classroom), 2845 64th Avenue, Oakland, CA 94605 (RU #01O61)
- Oakland Technical High School (two classrooms), 4351 Broadway, Oakland, CA 94611 (RU #01PA1)
- Urban Promise Academy (one classroom), 3031 East 18th Street, Oakland, CA 94601 (RU #01IK1)

- Sojourner Truth Independent Study, 8251 Fontaine Street, Oakland, CA 94605 (RU #01RW1)

ERMHS Initial Assessment and ERMHS Outpatient Services

- OUSD – ERMHS: 915 54th Street Oakland, CA 94608
- As a very time-limited service, the ERMHS initial assessments may take place at any site within OUSD.

All Sites

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

- D. Minimum Staffing Qualifications** See Applicable Exhibit A Documents
Contractor shall maintain the following minimum direct service positions while school is in session:²
- CESDC: 12.20 Full-Time Equivalent (FTE) Clinicians³
 - ERMHS Initial Assessment and Outpatient Services: 4.0 FTE Clinicians

Contractor shall provide appropriate staffing after hours and during school breaks.

IV. Contract Deliverables and Requirements

- A. Process Objectives** See Applicable Exhibit A Documents
ERMHS Initial Assessments and Outpatient Services
Contractor shall provide a total of 1,483 hours of service to 140-150 unduplicated clients.
- B. Quality Objectives** See Applicable Exhibit A Documents
- C. Impact Objectives** See Applicable Exhibit A Documents

- V. Reporting and Evaluation Requirements** See Applicable Exhibit A Documents

Reporting Requirements for ERMHS Outpatient Services

Contractor shall submit an ERMHS Service Notification to ACBH Children’s Specialized Services (CSS) to initiate services within five days of opening an episode in an electronic data collection and claiming system approved by ACBH Information Systems (IS) for the purpose of monitoring ERMHS eligibility and ERMHS authorization. Contractor shall also submit an ERMHS Service Notification to ACBH CSS to discontinue services if a client does not engage in services and when Contractor’s staff is preparing to terminate services.

- VI. Additional Requirements** See Applicable Exhibit A Documents

² The positions shall be maintained at the specified level or higher of direct FTE staff.

³ Clinician includes Licensed or Unlicensed LPHA (Licensed Practitioner of the Healing Arts) or Mental Health Graduate Trainee/Student.

**EXHIBIT A – PROGRAM REQUIREMENTS (A-P):
COUNSELING-ENRICHED SPECIAL DAY CLASS (CESDC)**

I. PROGRAM NAME

Counseling-Enriched Special Day Class (CESDC) and Intensive-CESDC (I-CESDC)

II. CONTRACTED SERVICES¹

Outpatient Services:

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention
- Additional Service for I-CESDC: Medication Support

Medi-Cal Requirements Apply

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Goals

Contractor shall provide Educationally Related Mental Health Services (ERMHS) to help clients accomplish the following goals:

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

2. Referral Process to Program

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

¹ See all requirements specified in the Exhibit A-1: Standard Requirements, Exhibit A - Scope of Work (SOW), and other Exhibits attached to this Agreement.

3. Program Eligibility

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

- i. Have been referred and authorized to receive services by the client's school district;
- ii. Have been assessed for ERMHS and found to qualify; and
- iii. Meet criteria for Specialty Mental Health Services.

4. Limitations of Service

ERMHS services shall continue to be approved by the clients' school district per their IEP. Changes to the IEP may result in changes to the provision of Contractor's ability to provide ERMHS services.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall align treatment plans and subsequent interventions with the IEP goals. Contractor's program 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 contribute to the structured learning environment; and support and uphold 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 — LPHA, Waivered Clinical Staff — and Mental Health Rehab Specialist — MHRS), 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,² individual therapy, group therapy, individual rehabilitation, group rehabilitation, and interactive complexity. Contractor's staff shall provide support to students to enable their participation in mainstreaming opportunities for course work and extra-curricular activities as appropriate. Contractor shall provide crisis intervention, as needed.

The majority of services provided by Contractor shall be individualized and provided "around and into" students' educational milieu so that educational

² 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 ACBH.

goals can be met in the least restrictive setting. Contractor shall provide collateral support 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 student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

Contractor shall acknowledge that it is the School District's responsibility to communicate with the parent and/or guardian regarding their willingness to access their insurance plans (Medi-Cal and Private) to cover the cost of ERMHS services, and Contractor shall coordinate any associated inquiries directly with the School District. ACBH shall not initiate or facilitate these inquiries.

Additional Requirements for I-CESDC Programs

Contractor shall provide medication support, as needed, to clients with full-scope Medi-Cal who can be served under Early Periodic Screening Diagnosis and Treatment (EPSDT). Contractor shall refer other clients in need of medication support services, who do not qualify for this service under EPSDT, to their health plan.

Contractor shall convene daily staff check-ins, which shall include the school district staff (Special Education Teacher and Classroom Support Staff) as time permits. Contractor shall meet with the school district staff at least once per week to discuss client progress and challenges. Contractor, in collaboration with the Special Education Teacher, shall have daily Community Meetings with students though all students need not be present for this activity.

Additional Requirements for Programs at Public School Sites

Contractor's program shall contribute to the District led structured learning environment.

Contractor shall utilize an ACBH-approved Letter of Agreement (LOA) template to develop and maintain a signed LOA with the school site and Unified School District by October 1st of each school year, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided. This LOA will be renewed each fiscal year and amended as needed. If any edits are made to the ACBH-approved LOA template, Contractor shall submit the revised LOA to ACBH for review and approval prior to signature process. Contractor shall make available to ACBH a copy of all signed LOAs. At a minimum, the LOA should specify minimum staffing and space requirements as well as minimum and maximum enrollment per classroom.

For I-CESDC programs, Contractor shall follow school-district policies regarding medication distribution for programs serving clients on public-school sites.

2. Discharge Criteria and Process

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. 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 ACBH.

3. Hours of Operation

Contractor shall maintain the hours as specified in Exhibit A-Scope of Work (SOW).

4. Service Delivery Sites

Contractor shall deliver services at designated service delivery sites as specified in Exhibit A-SOW.

D. Minimum Staffing Qualifications

Contractor shall maintain at least one full-time equivalent LPHA or Waivered Clinical Staff per classroom.

Additional Requirements for I-CESDC Programs

Contractor shall maintain at least one full-time equivalent LPHA or Waivered Clinical Staff per classroom who shall deliver individual and group therapy; at least one full-time equivalent Mental Health Support Staff who shall provide other behavioral health interventions and support the school district staff in the classroom as directed by the Special Education Teacher; and psychiatry staffing to serve the needs of students who are eligible to receive this service through EPSDT as described in their treatment plan and IEP.

Additional Provisions for Programs at Public School Sites

Contractor may shift staff as needed between program sites within the same school district according to census and acuity of client needed. If there is a need for additional staffing that cannot be accommodated by the shifting of staff, Contractor shall make a formal written request to ACBH through the ACBH Program Contract Manager. Contractor shall not add additional staff without prior authorization from ACBH. Contractor shall notify ACBH Program Contract Manager and Chief of Children's Specialized Services of academic staffing issues that impact the delivery of contracted services.

If a program site has a clinical staff vacancy, Contractor shall immediately notify the school site administrator, the assigned District Special Education Program Specialist, and ACBH Program Contract Manager, with a plan for meeting the staffing and clinical needs of the program and a timeline for filling the vacant position.

IV. CONTRACT DELIVERABLES AND REQUIREMENTS

A. Process Objectives³

Contractor shall provide each client with mental health and/or case management/brokerage support services, as needed. These services shall include at least two 30-minute check-ins, at least one hour of therapy per client per week, and at least one hour per month of family engagement, unless otherwise indicated on the client's IEP.

Additional Requirements for I-CESDC Programs

Contractor shall provide each client with mental health and/or case management/brokerage support services, as needed. Contractor shall provide each client with at least two hours per week of therapy, and at least two hours per month of family engagement, unless otherwise indicated on the client's IEP. Contractor shall provide medication support, as needed.

B. Quality Objectives

Contractor shall work collaboratively with ACBH to develop performance measures around quality of care.

C. Impact Objectives

Contractor shall work collaboratively with ACBH to develop performance benchmarks around impact of services.

V. REPORTING AND EVALUATION REQUIREMENTS

Contractor shall inform ACBH by contacting the ACBH Program Contract Manager and the Chief of Children's Specialized Services if there are not enough referrals from the school district and/or issues with chronic absenteeism.

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

³ During the Covid-19 emergency, Contractor shall deliver services in concert with the school district's distance learning and cohort learning protocols and amended student IEP.

VI. ADDITIONAL REQUIREMENTS

No additional requirements.

EXHIBIT B: MENTAL HEALTH TERMS AND CONDITIONS OF PAYMENT

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

I. DEFINITIONS

A. General

1. Actual Net Cost:

The total cost to Contractor for negotiated contracted services minus revenues received from all other payers.

2. All Other Payers:

Applicable and appropriate payers other than ACBH.

3. Available Capacity:

The total number of units of service that the Contractor makes available in the current fiscal year.

4. Available Staff Hours:

All hours in which staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.

5. Capital Expenditures:

Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life. These are not allowable as a direct cost and must be depreciated.

6. Client:

Individual who receives services specified in this Contract (i.e. patient, consumer, partner, beneficiary etc.).

7. Federal Financial Participation (FFP):

FFP provides federal Title XIX/Medi-Cal reimbursement for approved State programs providing mental health treatment.

8. Indirect Cost:

Cost that is not directly accountable to a cost object (such as a particular program or site). It may be either fixed or variable and can include administration, personnel and security costs.

9. Interim Cost Settlement:

The Cost Settlement amount before and during any Federal, State, County or other funding source's audited review and appeals period.

10. Major Budget Expenditure Categories:

Personnel Expenses, (such as salaries and benefits), and Operating Expenses.

11. Program Descriptions and scope of work for each program is defined in the Exhibit A.

Each contracted program is represented in a separate column in Exhibit B-1: Funded Program Budget.

11. Slot:

The capacity to provide treatment services to one individual. Total slots reflect the number of individuals a Contractor can serve at any given time.

12. Utilization:

The total actual units of service provided.

II. BUDGET (EXHIBITS)

ACBH may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by ACBH 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 funded program budget, set forth as follows:

- Exhibit B-1: Funded Program Budget (for actual cost reimbursed programs only)
- Exhibit B-2: Agency Composite 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

III. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

1. Contract Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum. 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.

2. Allowable Expenses

Costs incurred through this contract shall be reasonable and shall comply with all regulatory requirements and restrictions based on the funding source.

3. Salary Requirements and Cost Principles

a). Prevailing Minimum Wage Standards:

Contractor shall comply with all federal, state and local minimum wage standards.

b). Restrictions on Salaries:

Contractor agrees that no part of any Federal funds provided under this Agreement shall be used by Contractor to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule published by the United States Office of Personnel Management.²⁵

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from ACBH 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.²⁶

2. Program Maximum Funding and Movement of Funds

Maximum allocations for each program are provided each year in the contract renewal package. Movement of funds between programs may be requested and must also follow the terms below.

a). Contract Awards Resulting from Request For Proposal (RFP)

Contract/program awards resulting from an RFP process must be tracked separately, and have a separate Exhibit A: Scope of Work, and a separate Funded Program Budget column for a minimum of three years. These programs will also be specified as RFP programs on the Exhibit B-3: Method and Rate of Reimbursement for a minimum of three years. Contractor shall implement new program(s) resulting from RFP award according to the budget and deliverables in Contractor's bid submission. Contractor shall not revise the budget or deliverables prior to program implementation without prior written consent from ACBH. Contractor may request changes during the first year after program implementation provided such changes will not result in a material difference in the scope of work awarded through the RFP. Contractor must submit these change requests in writing to their Fiscal and Program Contract Managers, and ACBH is ultimately responsible for reviewing and approving/denying all requested changes. Budget revision changes can be requested by Contractor after the first full year of program implementation. Requests must be submitted in writing to the Fiscal Contract

²⁵ <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>

²⁶ A singular or cumulative shift in excess of 10 percent 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.

Manager. If approved by ACBH, funding augmentations must be submitted to and approved by the Board of Supervisors prior to being added to the contract.

3. 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 ACBH, 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/orModify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
 - v. Impact a categorical allocation and/or funding stream for a particular program/RU including but not limited to grants, Mental Health Services Act (MHSA), Educationally Related Mental Health Services (ERMHS), 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; and/or
 - viii. Result in a program expansion of greater than 25 percent for the smaller program/RU when there is a funds transfer from a larger program/RU into a smaller program/RU; and/or
 - ix. Cause a cumulative transfer of funds from numerous programs/RUs to be greater than 20 percent ix. of the total contract allocation during the contract term.
- b). Notwithstanding the foregoing Subsection 3.a, Contractor may move funds across program/RUs in the following situations:
 - i. The programs are school-based outpatient services within the same school district that do not fall under ERMHS;
 - ii. The programs are ERMHS outpatient services within the same school district;
 - iii. Contractor is following the ACBH Children's and Young Adult System of Care protocol, available online at <http://www.acbhcs.org/providers/network/cbos.htm>, related to an identified decline in referrals at a particular site.

Failure to follow this protocol may result in costs that are ineligible for payment via the final cost report.

- c). ACBH 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/or to avoid financial loss, property loss and damage, or idled workers.
- d). All requests that require ACBH's prior written approval must include the following:
 - i. The names of all 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), e.g., when utilization began to drop/increase.

Where required, Contractor must receive prior written approval from ACBH 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 ACBH 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.

4. 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.

5. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact the ACBH dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, ACBH shall notify Contractor at least thirty (30) days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement at the end of the term of this agreement between ACBH and Contractor will be considered an interim settlement until all Federal, State, and County audits and appeals have been completed.

Rate of reimbursement may be subject to renegotiation after ACBH review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report. See Exhibit B-3: Method and Rate of Reimbursement to identify which of the following method(s) apply to your contract:

1. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources up to the Contract Maximum.

2. Negotiated Rate Reimbursement Method

Final reimbursement shall be determined by multiplying the Contractor's negotiated rate(s), specified in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet), by the actual allowable units of service provided, less any deductible revenues collected by Contractor from all other payers, subject to the maximum program funding amount.

3. 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.

ACBH 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 County Contract Maximum Rate (CCMR) or other ACBH rate cap, less any applicable revenues collected from all other payment sources.

Should Contractor's actual CPU of service exceed the CCMR or other ACBH rate cap, Contractor's reimbursable cost will be reduced to the CCMR or other ACBH rate cap times allowable units of service.

4. Final Reimbursement

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 60 calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by ACBH.

If applicable to Contractor's funding source, ACBH 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 ACBH 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.

5. 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 ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved in writing by ACBH. ACBH may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

ACBH may withhold payments to Contractor due to one or more of the following conditions:

1. Contractor Non-Compliance Sanction Policy

If ACBH determines that Contractor is not in compliance with any provisions of this Contract, ACBH will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly claim if the identified issue is not remedied within the timeline specified in the notice of non-compliance. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Contractor non-compliance includes failure to comply with County, State, and Federal requirements and/or 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, lapse of insurance, or other information required for contract administration, monitoring and/or renewal.

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

2. Disallowances

ACBH 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 Drug Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by ACBH.

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 is not required to, or 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, ACBH 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 ACBH.

4. Overpayments, Reporting and Recovery

- a). Contractor shall notify their ACBH Fiscal Contract Manager in writing immediately or within ten calendar days of receipt of an overpayment made to Contractor from the County (including overpayments due to fraud), with an explanation of the reason for the overpayment. Contractor shall return any overpayment to the County within 60 calendar days of discovery of the overpayment.
- b). When an audit or review performed by the County, State, Federal Government, or any other authorized agency discloses that Contractor has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, Contractor covenants that any such overpayment or excess payments over liability may be recouped by the County via withholding the amount due from future payments, seeking recovery by payment from Contractor, or a combination of these two methods.

IV. INVOICING PROCEDURES

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using an ACBH template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement.

For all programs except for CalWORKS:

Contractor will submit one original Provider Claim / Service Report form (Invoice) per service period on a monthly basis. The invoice must include appropriate documentation. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices need to be received by ACBH no later than 35 calendar days after the last day of the service month. ACBH will authorize payment to Contractor no later than 45 County business days after receipt of a monthly claim/service report. Invoices received after 35 calendar days after the last day of the service month, may be subject to a penalty of one percent of the total monthly invoice/reimbursement claim.

For CalWORKS programs only:

Claims for CalWORKS-funded programs must be submitted no later than 10 calendar days after the last day of the service month.

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

A. Invoice/Claim Attachments

1. For Actual Cost Programs as specified on the Exhibit B-3: Method and Rate of Reimbursement:

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. Contractor's invoices shall reflect cost savings when budgeted positions in Exhibit B-1 are vacant.

2. For Negotiated or Provisional Rate Programs as specified on the Exhibit B-3: Method and Rate of Reimbursement:

Contractor shall attach the corresponding reports from the ACBH electronic claims system to the monthly invoice/claim.

B. Reimbursement of Claims After End of Contract Term

Contractor shall submit all claims for reimbursement under this Contract within sixty calendar days following the end of the term of this Contract. All claims submitted after sixty calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBH.

C. Cash Advance

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

The repayment method requested is subject to ACBH approval. ACBH may make repayment adjustments or demand full repayment at any time to ensure service levels,

contract compliance and adequate reimbursement, including suspending payment of invoices until repayment is satisfied.

V. FUNDING AND REPORTING REQUIREMENTS

Contractor shall comply with the following funding and reporting requirements:

Total quarterly costs reported will be compared to total of invoice reimbursements for the quarter. Any unreimbursed costs, up to the quarterly prorata (annual allocation per program divided by four), will be reimbursed as an upward quarterly adjustment to the subsequent invoice. Any overpayment to provider will be recouped by ACBH as a downward adjustment to the subsequent invoice.

A. Financial Reports – Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format and by the due date issued by ACBH. Contractor shall submit a separate Year-End Cost Report for each program and site contained in this Contract. Year-End Cost Reports not received within 15 calendar days after the due date issued by ACBH will result in a hold of all provider invoices for payment until a satisfactory report is received.

B. Funding Requirements - Measure A Funding

All Measure A funding shall be considered the last payer source within each program in cost settlement, excluding unearned Federal Financial Participation (FFP). Should Contractor's total net reimbursement be less than the Contract Maximum, Measure A funding shall be designated as the savings, which Contractor may not retain.

i. Measure A funding shall not be used in programs that are funded entirely by the following:

1. Early Periodic Screening Diagnosis and Treatment (EPSDT);
2. California Work Opportunity and Responsibility for Kids (CalWORKs);
3. State or Federal grants; or
4. Mental Health Services Act.

ii. In addition, Measure A funding shall not be used in the following service programs:

1. Adult Outpatient Therapy (formerly Adult Level III) Programs; or
2. Organic Brain Syndrome (OBS) Programs.

Contractor must submit a proposal to use allocated Measure A funds for any costs not allowed under Medi-Cal and/or State and Federal guidelines. Contractor may be required to separate Measure A funds from other program budgets. All such expenditures require prior authorization and approval from ACBH.

VI. ADDITIONAL TERMS AND CONDITIONS OF PAYMENT

A. Revenue Enhancement

ACBH may 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 30 days from ACBH notice.

1. Medi-Cal Funding Provisions

Contractor shall comply with Federal and State laws requiring Medi-Cal members to report Other Health Coverage (OHC) and share of cost to ensure Medi-Cal is the payer of last resort (California Welfare and Institutions Code, Section 14124.90²⁷). 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. Charges must be billed in the amount of Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. 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. ACBH will provide test claim reports for all Medi-Cal billable services prior to submission to the State. In the event ACBH receives notification of services denied by the State for any Medi-Cal claims submitted for reimbursement, a notice of the denial of claim(s) will be communicated to Contractor via a Denied Correction Report. Contractor shall research the DCR and submit a response on the DCR to ACBH to include any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter. Upon research by the Contractor, if the DCR is due to input or entry errors, Contractor to submit the DCR response to ACBH and follow Claims Correction Form guidance located on ACBH Provider website:

<http://www.acbhcs.org/providers/Forms/Forms.htm#CCF>

²⁷ <https://www.dhcs.ca.gov/services/Pages/OHCResources.aspx>

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 ACBH Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b) If initiated by ACBH, ACBH 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 ACBH upon written request from ACBH.
- c) Promptly submit a written report of all information necessary for the reimbursement of any outstanding claims and/or continuing costs to their ACBH Fiscal Contract Manager.
- d) Surrender all fiscal records to ACBH, if requested by ACBH.

For a Contract termination, Contractor must complete a Cost Report within thirty (30) calendar days of receipt of the Cost Report template from ACBH.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH' 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.

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

CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACT PERIOD: JULY 1, 2021 - JUNE 30, 2022			
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS			
REVENUE CATEGORIES		EXPENDITURE CATEGORIES <i>Salaries & Benefits</i>	<i>Services & Supplies</i>		
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>					
A. ACBH - SUBSTANCE USE DISORDERS (SUD)					
B. ACBH - MENTAL HEALTH	\$1,205,857				
Federal - Mental Health Block Grant (MHBG)					
Federal - Projects for Assistance in Transition from Homelessness (PATH)					
Mental Health - Other					
C. OTHER ALAMEDA COUNTY DEPARTMENTS:					
-					
-					
-					
-					
-					
-					
-					
<i>SUBTOTAL</i>	\$1,205,857				
<u>II. OTHER SOURCES OF FUNDS</u>					
A. FEDERAL					
B. STATE					
C. OTHER COUNTIES/CITIES/DISTRICTS					
-					
-					
-					
-					
-					
D. PATIENT / CLIENT FEES					
E. PRIVATE					
F. MISCELLANEOUS / OTHER					
<i>SUBTOTAL</i>	\$0				
GRAND TOTAL	\$1,205,857			\$1,187,857	\$18,000

Revision Date:

Difference \$0

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 21-22**

Contractor: Oakland Unified School District

***** IMPORTANT NOTICE *****
The County of Alameda sets the County Contract Maximum Rate (CCMR). All provisional rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.

Reporting Unit	Service / Program	Reimbursement Method	Rate	Allocation
01O81	Outpatient-Edna Brewer			\$111,230
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01O61	Outpatient - Frick			\$111,230
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01IK1	Outpatient - Urban Promise Academy (UPA)			\$111,230
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01O91	Outpatient - Fremont High School			\$217,969
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01PA1	Outpatient - Oakland Tech High			\$217,969
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01RW1	Outpatient - Sojourner Truth			\$99,999
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
01P61	Outpatient - Initial Assessment			\$336,230
	Case Management	Provisional Rate	\$125.42 per hour	
	Mental Health Services	Provisional Rate	\$161.61 per hour	
	Crisis Intervention	Provisional Rate	\$239.61 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.74 Per occurrence	
Contract Maximum:				\$1,205,857

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

Steps	Timelines
Contractor completes service data input into INSYST	First month after close of fiscal year (End of July).
Cost Report Forms & Letter sent to Contractor	After ACBH receives cost report instructions and forms from the State (by August 31, at the latest).
Contractor complete & submit Cost Report to ACBH	September 30. The County needs three months to analyze, correct, and add data to cost reports before submitting to the State by the December 31 deadline.

*All timelines are subject to change. Each year actual deadlines will be communicated via ACBH.

EXHIBIT B-5
MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Cost Report Settlements are sent to Contractors as soon as County staff are able to complete them. Cost Report Settlements are dependent on County receiving timely forms and information from State, and for some contracts, on State's Medi-Cal approval process.
2. If Contractor disagrees with a Cost Report Settlement, Contractor is encouraged to contact Alameda County's Audit and Cost Reporting Unit (510-383-2675) to resolve any disagreements informally.
3. If no informal resolution is possible, an Appeal or Intent to Appeal a Cost Report Settlement must be sent to ACBH within fifteen business days of receipt of the Settlement. Appeals shall be submitted to:

Alameda County Behavioral Health Care Services
ATTENTION: Audit and Cost Reporting Unit
2000 Embarcadero Cove, Suite 302
Oakland, CA 94606
REFERENCE: Appeal FY XX/XX, Contractor ABC

Within ten business days of receipt of an Intent to Appeal, ACBH will notify the Contractor of the deadline for submitting the appeal along with any supporting documentation.

4. An appeal must be for a unique fiscal year. Contractor should concisely state the reason for the appeal; merely stating '*do not agree*' does not constitute a viable appeal.

Contractor must include supporting documentation. If none available, please state the reason.

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
A	Commercial General Liability 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	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: 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, Hayward and Oakland Unified School Districts and their respective boards or Councils. 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. 2. DURATION OF COVERAGE: 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. 3. REDUCTION OR LIMIT OF OBLIGATION: 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. 4. INSURER FINANCIAL RATING: 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. 5. SUBCONTRACTORS: 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. 6. JOINT VENTURES: 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"> – 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. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: 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"> - Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 Robyn Tryon
 rtryon@keenana.com

LICENSE # 0451271
 510-986-6761 x8177

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 440
 Oakland CA 94607

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.

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"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
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 01711-13	7/1/2021 7/1/2022	\$ 100,000	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 01711-13	7/1/2021 7/1/2022	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	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 Master Agreement #900322, Procurement Contract #21910 between the Alameda County Public Health Department and Oakland Unified School District for their Mental Health programs through 6/30/2022.
 \$2,000,000 annual aggregate as required by contract. \$1,000,000 Professional Liability as required by contract.

CERTIFICATE HOLDER:
 Alameda County Behavioral Health Care Services
 2000 Embarcadero Cove, Suite 400
 Oakland CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


 John Stephens
 AUTHORIZED REPRESENTATIVE

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.

WC-4060	CERTIFICATE OF COVERAGE	07/28/2021
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<p>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</p> <p>C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED A - See attached schedule of insurers

<p>Member: OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN 1000 BROADWAY SUITE 440 OAKLAND, CA 94607</p>	COVERAGE AFFORDED B
	COVERAGE AFFORDED C
	COVERAGE AFFORDED D

Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items
 AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY BEHAVIORIAL HEALTH FOR MASTER CONTRACT NUMBER 900322 FOR COUNSELING-ENRICHED SPECIAL DAY CLASS(CESDC) AND EDUCATIONALLY RELATED MENTAL HEALTH SERVICES.

<p>Certificate Holde</p> <p>ALAMEDA COUNTY BEHVIORIAL HEALTH CARE SERVICES ATTN: INSURANCE COORDINATOR 1900 EMBARCADERO, STE 205 OAKLAND, CA 94606</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Gina Dean</i></p> <p style="text-align: center;">Public Risk Innovation, Solutions, and Management</p>

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
 EXCESS WORKERS' COMPENSATION PROGRAM
 2021/2022 SCHEDULE OF INSURERS
 OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC- 158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4064889	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000 Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

ENDORSEMENT

ADDITIONAL COVERED PARTY

<p>COVERED PARTY Oakland Unified School District</p>	<p>COVERAGE DOCUMENT NCR 01711-13</p>	<p>ADMINISTRATOR Keenan & Associates</p>
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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:

Alameda County Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland CA 94606

As Respects:

As respects to Master Agreement #900322, Procurement Contract #21910 between the Alameda County Public Health Department and Oakland Unified School District for their Mental Health programs through 6/30/2022. \$2,000,000 annual aggregate as required by contract. \$1,000,000 Professional Liability as required by contract.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees and volunteers, Hayward and Oakland Unified School Districts and their respective boards or councils are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage.



Authorized Representative

Issue Date: 8/12/2021

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** (“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 Contractual 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

By (Signature):  **Date:** 10/14/2021

Print Name: Shanthi Gonzales

Title: President, Board of Education

Signature:  **Date:** 10/14/2021

Print Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education

EXHIBIT F
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

PRINCIPAL: Shanthi Gonzales **TITLE:** President, Board of Education

SIGNATURE:  **DATE:** 10/14/2021

Last revised: 4/22/09


Principle: Kyla Johnson-Trammell
Signature: 
Title: Superintendent and Secretary, Board of Education
Date: 10/14/2021

EXHIBIT O
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
(For Procurements of \$1,000,000 or more)

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Shanthi Gonzales **TITLE:** President, Board of Education

SIGNATURE:  **DATE:** 10/14/2021
