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Memo

To Board of Education

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

Board Meeting Date November 12, 2020

Subject Community Based Organization Master Contract Final – 2019/2020

Action Requested and Recommendation Approval by the Board of Education of Community Based Organization Master Contract between Oakland Unified School District (Contractor) and Alameda County Behavior Health Care Services, Oakland, CA, for the latter to provide funding for Special Education Department to provide Counseling Enriched Special Day Class and Educationally Related Mental Health Service Assessments to enhance the capacity of schools to promote a positive school climate that identifies and addresses student behavioral health needs and is supportive of students at risk; promote partnerships with teachers, parents, and other providers to create a school environment that fosters healthy social emotional development through a continuum of prevention, early intervention, and tertiary services for students and families; professional development for teachers and administrators, direct parent and teacher consultation for the period of July 1, 2019 through June 30, 2020. The compensation payable to the Contractor hereunder shall not exceed \$980,857 for the term of this Master Contract.

Background
(Why do we need these services? Why have you selected this vendor?)

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.

Competitively Bid Was this contract competitively bid? No.
If no, exception: No cost.

Fiscal Impact Funding resource(s): No fiscal impact.

Attachments

- Community Based Organization Master Contract Amendment Coversheet
- Exhibit A - Program Description and Performance Requirements
- Exhibit B - Terms and Conditions of Payment
- Exhibit C - County of Alameda Minimum Insurance Requirements



- Exhibit D - Audit Requirements
- Exhibit E - HIPAA Business Associate Agreement
- Exhibit F - County of Alameda Debarment and Suspension Certification



COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2019**, 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.

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, 2019** through **June 30, 2020**. The compensation payable to Contractor hereunder shall not exceed **\$980,857** for the term of this Agreement.

Dept. Contact Network Office 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 Jody London Date 11/13/2020
Signature

Name Jody London

Title President, Board of Education

By Kyla Johnson-Trammell Date 11/13/2020
Signature

Name Kyla Johnson-Trammell

Title Secretary, Board of Education

Approved as to form on November 4, 2020

[Signature]

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Oakland Unified School District (OUSD) - CESDC
Contract Period	July 1, 2019 – June 30, 2020
Type of Contract	Master
Contract Number	900322

I. Program Name

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

II. Contracted Services

Outpatient Services:

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

III. Program Information and Requirements

A. Program Goals

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

- Receive benefit from their special education services;
- Reduce the impact of emotional problems on the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- Reduce symptomatology, absenteeism, and school suspensions;
- Improve social-emotional functioning scores;
- Improve academic achievement, as shown by increase in classroom participation and completion of in-class and homework assignments;
- Be successful in a less restrictive educational environment;
- Have more satisfying relationships with adults and peers in the school setting; and
- 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. The target

population shall be students who are Oakland residents unless a special inter-district transfer is obtained involving both OUSD and ACBH.

2. Referral Process to Program

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

3. Program Eligibility

CESDC

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

- Are school aged (up to age 22nd birthday);
- Have been assessed for ERMHS Services and found to qualify; and
- Have been referred and authorized to receive services by the client's school district.

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

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

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

C. Program Description

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

1. Program Design

Contractor shall implement the Child and Adolescent Needs and Strengths (CANS)/Adult Needs and Strengths Assessment Transition-Age Youth (ANSA-T) according to the procedures specified by ACBH Quality Management. For clients between the ages of four and 18, Contractor shall administer the Pediatric Symptom Checklist (PSC-35) at intake and every six months thereafter according to the guidelines specified by ACBH.

CESDC

Contractor shall align treatment plans and subsequent interventions with the IEP goals. The CESDC shall be an integrated special education mental health program where eligible students (and their families) receive mental health services aimed at correcting or ameliorating persistent emotional problems that impair essential school functioning. Contractor's program shall contribute to the District led 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 Specialists – 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,¹ 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. Contractor shall utilize family engagement strategies for all clients served within this program.

As determined by the client assessment and treatment plan, Contractor shall utilize evidence-based or promising practices including Cognitive Behavioral Therapy (CBT), Positive Behavioral Intervention and Supports (PBIS), Dialectical Behavior Therapy (DBT) and Collaborative Problem Solving (CPS).

The majority of services provided by Contractor shall be individualized and provided "around and into" students' educational milieu so that educational 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 CESDC student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

Case management shall be provided by Contractor through the students' assigned clinician-case carrier. Case management shall include a determination of the need for additional resources, both within and outside of the mental health system, and efforts to link students to those resources/providers. The general purpose of case

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.

management efforts shall be to expand the network of positive supports available to the student and family with the goal of improving home, community, and school functioning.

ERMHS Initial Assessments

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

2. Discharge Criteria and Process

CESDC

Contractor shall establish a projected discharge plan for each student through the process of assessment, evaluation, and treatment planning. The students and their parent/guardians shall be critical members of the treatment/IEP team. The discharge criteria, upon which the plan is based, shall be reflected in the treatment plan's goals and objectives, and the student's IEP goals, standards, objectives and benchmarks. 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. In general, a planned discharge shall occur when the student's emotional problems impacting their ability to learn are reduced or ameliorated. Discharge may also occur when treatment has shown to have little or no impact on reducing or ameliorating the student's emotional barriers to learning. Contractor shall consider discharge to a lower or higher level of care based on assessment of the student's needs at the time of discharge, and shall ensure that a transfer to a different level of care occurs when appropriate.

ERMHS Initial Assessments

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

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

3. Hours of Operation

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

Contractor shall provide services at the following locations:

CESDC Sites

Edna Brewer Middle School (one classroom)
3748 13th Avenue, Oakland, CA 94610
RU 01O81

Frick Middle School (one classroom)
2845 64th Avenue, Oakland, CA 94605
RU 01O61

Urban Promise Academy (one classroom)
3031 East 18th Street, Oakland, CA 94601
RU 01IK1

Fremont High School (two classrooms)
4610 Foothill Boulevard, Oakland, CA 94601
RU 01O91

Oakland Technical High School (one classroom)
4351 Broadway, Oakland, CA 94611
RU 01PA1

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

Sojourner Truth Independent Study, September 1, 2018 – June 30, 2019
8251 Fontaine Street, Oakland, CA 94605
RU 01RW1

ERMHS Initial Assessments

OUSD – Special Education
1011 Union Street, Oakland, CA 94607
RU 01P61

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

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

Contractor shall maintain at least one full-time equivalent Licensed Practitioner of the Healing Arts or Waivered Clinical Staff per classroom.

Contractor may shift staff as needed between program sites 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.

If a program site has a clinical staff vacancy, Contractor's staff 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 Objectives

CESDC

Contractor shall maintain a minimum census of eight students enrolled within each classroom.

Contractor shall provide each client with outpatient services, as needed. These services shall include at least two 30-minute check-ins, at least one hour of group therapy per client per week, and at least one hour per month of family engagement, unless contraindicated by the client's IEP.

ERMHS Initial Assessments

Contractor shall provide a total of 757 hours of service to 100 unduplicated clients.

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 benchmarks in the following areas: increased coping skills, increased academic achievement, and improved school attendance.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

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 Information Systems (IS) for the purpose of monitoring ERMHS eligibility and ERMHS authorization.

Contractor shall input data into an electronic data collection and claiming system approved by ACBH 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 input CANS/ANSA-T data for each client into the ACBH Objective Arts CANS/ANSA Data Collection and Reporting System according to the data entry procedures specified by ACBH Quality Management. Contractor shall input the PSC-35 according to the guidelines specified by ACBH.

Contractor shall provide ACBH Quality Assurance with an updated fire clearance prior to expiration of the current fire clearance, via the ACBH Site Certification Email at: SiteCertification@acgov.org.

Contractor shall submit any special or additional reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies, and applicable law and regulations, as a condition of funding.

B. Evaluation Requirements

Contractor shall participate in ACBH evaluations and surveys as needed.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Failure to meet standards, requirements, or objectives identified in this Exhibit A and/or the Master Agreement may be grounds for sanction under County's contracting policies, up to and including termination.

VI. Additional Requirements

A. Site Certification/Licensure

At each service delivery site, Contractor shall have and maintain current:

- Fire Clearance; and
- Medi-Cal Certification.

B. Other Requirements

Not applicable.

C. Supplemental Terms and Conditions

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

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.
- Exhibit A-2: Lobbying Restrictions and Disclosure Certification, and:
 - Attachment 1: Certification Regarding Lobbying.
- Exhibit A-3: Addendum for Quality Assurance.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Additional Terms and Conditions of Program and Performance

Contracting Department: **Alameda County Behavioral Health Care Services (ACBH)**

Contractor Name: **Oakland Unified School District**

Contract Period: **7/1/2019 to 6/30/2020**

Master Contract Number: **900322**

I. Confidentiality:

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and 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, and the California Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. Contractor shall inform and train its employees, volunteers, board members, and agents regarding the provisions for confidentiality of all information and records as set forth in such laws and regulations. Contractor shall submit a tracking report to the ACBH Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed in areas including but not limited to HIPAA as specified in the Quality Assurance (QA) Manual currently located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- C. Each year, Contractor shall collect a signed ACBH Oath of Confidentiality as specified by ACBH from any staff who are paid or partially paid through this Agreement, and shall retain this in the employee file for a minimum of five years after termination of services provided under this Agreement. The ACBH Oath of Confidentiality is located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- D. Contractor shall have a secure email system and ensure that staff members abide by the ACBH Secure Communications Policy, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall institute compliant "Password Management" policies and procedures, which shall include but is not limited to procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, Contractor shall establish and train all users on guidelines for creating passwords and ensuring that passwords expire at least once every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR.
- F. Contractor shall follow 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. Please see the ACBH

HIPAA Breach Reporting Policy for more information, which is available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

- G. Contractor shall provide necessary client information to any other service provider within the ACBH System of County-operated or County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent, however the absence of such consent will not preclude the exchange of information with other ACBH service providers. Contractor shall maintain a log of PHI information disclosures made to authorized individuals or entities within the ACBH System who work outside of Contractor's organization in the form specified by ACBH QA or in an alternate format approved by ACBH QA. The log of disclosures must be stored within beneficiary's chart, and be made available for inspection upon request. In addition, Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PII to those who are outside the ACBH system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

II. Maintenance of Service Records:

- A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations. Please see the ACBH Record Storage and Retention Policy and Procedure, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- B. Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized ACBH personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as ACBH may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement. County policies and procedures in regards to this section may be found in the QA Manual posted online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

III. Patient Rights:

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325 at seq. and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

IV. General Supervision:

Services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Pursuant to such Section, the aforementioned Director shall supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

V. Enrollment:

All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and at least monthly 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 Medi-Cal eligible clients not currently enrolled in Medi-Cal, Contractor shall make best efforts to enroll the client in Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This shall include but is not limited to assisting clients whose Medi-Cal needs to be switched to Alameda County when the client has established his/her primary residence in Alameda County.

VI. Provider Meetings:

Contractor shall send a representative to scheduled Department Provider meetings and any other special trainings and/or meetings as deemed necessary by the Department throughout the term of this Agreement.

VII. Materials and Presentations:

Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this Agreement, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.

VIII. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to ACBH upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. 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 will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance

- Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15 of the fiscal year via the ACBH Provider Contact Information Form. Contractor shall notify ACBH of any changes in the following positions, or the equivalent positions within Contractor's organizational structure via the Provider/Program Change Notification Form which is located on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. 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 being delivered in accordance with the requirements of this Agreement.

IX. Administrative and Program Standards:

- A. Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, the California Department of Health Care Services (DHCS), or any other applicable regulatory body. This may include onsite program, fiscal or chart reviews and/or audits.
- B. Contractor shall ensure that each of its staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- C. Contractor shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal laws, including but not limited to those related to:
- i. *Americans with Disabilities Act* – Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology. Contractor shall submit an attestation of Americans with Disabilities Act compliance to the ACBH Compliance Officer in the format requested by ACBH within 30-days of any such request by ACBH.
 - ii. *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(s) included in this Agreement. Contractor shall inform the County if it is faith-based. If Contractor identifies as faith-based, Contractor shall:

- Submit to ACBH a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
 - Include a copy of this Charitable Choice policy in its client admission forms;
 - Notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
 - Ensure that the client makes contact with the alternate provider to which he or she is referred.
- iii. *Criminal Background Checks and Fingerprinting* – Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required to do so 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 Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42 CFR 455.434(b)(1) and (2).
- iv. *Prevention of Fraud, Waste and Abuse* – Contractor shall ensure that its employees, volunteers, board members, agents, and any owners are trained on preventing fraud, waste and abuse and on how to report potential fraud, waste and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste and Abuse, available online at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training. Contractor shall submit a tracking report to the ACBH Compliance Officer by June 30. Contractor shall also submit an attestation to the ACBH Compliance Office that each employee has signed a code of conduct within the last 12 months.
- v. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall provide language access to clients in the client’s preferred language through bilingual staff and/or through alternate mechanisms such as the language line. All direct service staff and managers within Contractor’s organization who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two CLAS trainings shall be offered through ACBH and shall be attended by at least two staff from Contractor’s organization, one of which shall be a manager. Contractor shall have, implement and monitor a plan to enhance implementation of CLAS Standards throughout its organization. Contractor shall conduct the following activities to provide associated information to the ACBH Office of Ethnic Services by July 10th of the following fiscal year:
1. Complete an electronic survey that demonstrates Contractor’s implementation of CLAS Standards;
 2. Submit a list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
 3. Submit a summary or copy of the plan to further implement CLAS Standards throughout the organization.

- vi. *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 mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which 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 which individuals shall meet in order to be provided any service or benefit. Contractor shall post materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees in the above-listed protected categories from harassment.
- vii. *ACBH Provider Tobacco Policies and Consumer Treatment Protocols*¹ – Contractor shall implement the ACBH Tobacco Policy as written in the policy, available on the ACBH website, available online at [http://www.acbhcs.org/tobacco/docs/Tobacco Policies Con Tx Prot.pdf](http://www.acbhcs.org/tobacco/docs/Tobacco_Policies_Con_Tx_Prot.pdf), and as clarified in the recent ACBH memo, available online at <http://www.acbhcs.org/providers/QA/memos.htm>.
- viii. *Drug-Free Workplace* – Contractor shall comply with Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with Government Code Section 8355. Contractor must notify the ACBH Network Office Program Contract Manager within five days if an employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County facility or work site.
- ix. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, 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 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

¹ The term 'consumer' shall be synonymous with the term 'client' for the purposes of this Agreement.

responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act 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. The prohibitions herein are effective December 26, 1994.

- x. *Timeliness of Services* – Contractor shall ensure that services are provided in accordance with ACBH timeliness standards for access to services.
- xi. *Trafficking Victims Protection Act of 2000* – Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

ACBH policies and procedures for behavioral health providers are located on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.

- D. Contractor shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship. 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.

X. Licenses, Permits and Certificates:

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.

XI. Quality Assurance (QA):

- A. Contractor shall comply with 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. Contractor shall comply with the ACBH Consumer Grievance and Appeal Policy and Procedures, as set forth in the ACBH QA Manual and such amendments as posted on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Consumer grievances shall be defined as dissatisfaction about ACBH services in areas which shall include but not be limited to Contractor's service provision, Contractor's employees, location of services, access/availability, or anything else having to do with the provision of Medi-Cal services. Consumer grievances shall be directed either to the Consumer Assistance toll-free line at 1-800-779-0787 or to Contractor's internal grievance process which meets all the standards set forth in the ACBH Consumer Grievance and Appeal Policy and Procedure. 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 at 1-800-779-0787.
- C. Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the ACBH

QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm 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 as set forth in the ACBH QA Manual, at http://www.acbhcs.org/providers/QA/qa_manual.htm.

- D. Contractor shall provide information as requested by ACBH on a monthly and quarterly basis to support required ACBH publications and submissions to demonstrate compliance with:
- a. Provider Directory updates; and
 - b. Federal Network Adequacy Standards reporting.
- E. Contractor shall ensure that employees, volunteers, board members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting federally-funded services under this Agreement are in good standing with Centers for Medicare and Medicaid Services (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 Exclusion List. Federally-funded services and/or goods include, but are not limited to those funded through federal block grant funding and/or who bill services to Medi-Cal, Medicare and/or Medi-Cal Administrative Activities (MAA). Via the ACBH Staff Number Request E-Form, Contractor 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. Contractor is responsible for performing exclusion list checks prior to hiring a potential employee. Contractor shall complete and submit the 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 Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall comply with applicable federal and state suspension, debarment, and exclusion laws and regulations, including without limitation ongoing monitoring. Contractor shall submit a current staff roster to ACBH upon request, within 30-days of said request. The staff roster shall be in a designated format and include all employees, volunteers, board members and agents providing and/or supporting federally-funded services and/or goods under this Agreement.

XII. Continuity of Services:

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

XIII. Program Modification:

Contractor shall secure the prior written approval of the Director of ACBH, or his or her Designee, in the event contracted services and activities require modification during the term

of this Agreement. The request for modification shall be submitted to ACBH in writing at least 30 days prior to proposed date for implementation of the change.

XIV. Compliance with Contract Provisions:

Contractors not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a Plan of Correction, Quality Improvement Plan, Corrective Action Plan or Contract Compliance Plan subject to ACBH approval. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by ACBH up to and including program termination, as specified in the ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers available on the ACBH website at http://www.acbhcs.org/providers/QA/qa_manual.htm.

XV. Mental Health Statistics Improvement Plan (MHSIP)

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

XVI. Medi-Cal Administrative Activities (MAA):

Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between County of Alameda and the State of California. Any provider with a current MAA Plan through ACBH must request and receive prior approval from the ACBH MAA Coordinator prior to discontinuation of MAA activities.

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

MC No. 900322/PC No. 18370

Contract/Grant Number



Kyla Johnson-Trammell
Secretary, Board of Education

1/13/2020

Jody London

Printed Name



Signature

President, Board of Education

Title

11/13/2020

Date

Approved as to form on November 4, 2020



EXHIBIT A-3

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Addendum for Quality Assurance

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

III. Updates:

Contractor shall be responsible for informing the ACBH QA Office of any changes to Contractor's contact person and/or lead QA contact person and their contact information including email address to receive notices from the ACBH QA Office. Contractor shall regularly verify consumer's contact information and update ACBH records for purposes of service verification as described in the QA Manual.

IV. Credentialing:

Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in ACBH, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize itself and comply with the waiver requirements posted in the ACBH QA Manual. ACBH has the right to request Contractor's credential log or records and Contractor's personnel record files to verify Contractor's credentialing process and applicable credentials of staff.

V. Authorization, Utilization Management, Clinical Documentation, and Timeline Standards:

Contractor shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by Contractor meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services. Contractor shall comply with policies related to the Utilization Management Program of ACBH as set forth in the QA Manual and the Clinical Quality Review Team (CQRT) Manual as may be updated from time to time by ACBH. Contractors shall comply with Clinical Documentation and Timeline Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the ACBH Provider website. Contractor shall have an internal quality review process that ensures that clinical documentation meets federal, state, and ACBH standards. In particular, Contractors shall reference the following tools within the QA Manual: Clinical Record Documentation Standards, CQRT Form/Regulatory Compliance Sheet, and the CQRT Manual. On an annual basis, Contractor's lead QA staff shall attend the following train-the-trainer training provided by ACBH: Clinical Documentation Training,

which includes CQRT Training. On a regular basis, Contractor shall in turn provide similar trainings to its staff.

VI. Notice of Adverse Benefit Determination (NOABD)

Contractor 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 and adhere to any ACBH policy on NOABD's.

Contractor shall distribute Medi-Cal Guide to Mental Health Services, aka the Beneficiary Handbook, to each consumer upon initial intake to enable consumers to understand how to effectively use the mental health services.

VII. Other Applicable Policies:

All Contractors/Providers shall comply with all other applicable policies and procedures as set forth in the QA Manual and such amendments as posted on the ACBH Provider website.

EXHIBIT B: TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Oakland Unified School District
Contract Period	7/1/2019 to 6/30/2020
Contract Maximum	\$980,857

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. 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 contract budget, set forth as follows:

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

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

1. Contract Maximum Funding

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

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from 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.²

² 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.

2. Program Maximum Funding

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

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/or
 - v. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
 - vi. Impact a categorical allocation 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 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 for the approved funding streams.

5. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact ACBH's 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 30 days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

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

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.

1. Negotiated Rate Method

Final reimbursement shall be based on Contractor's negotiated rate multiplied by the units of service delivered, less any deductible revenues collected by Contractor from other payment sources.

2. 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.

3. 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.

4. 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. 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's 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, year-end cost reports, audit report, lapse of insurance, a lack of fire clearance at a site, 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 Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon in writing 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 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.

III. INVOICING PROCEDURES

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

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

Contractor 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.

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

1. Invoice/Claim Attachments

- a. *For Negotiated or Provisional Rate Programs:* Contractor shall attach the corresponding reports from the ACBH electronic claims system to the monthly invoice/claim.

B. Reimbursement of Invoices After End of Contract Terms

Contractor shall submit all invoices for reimbursement under this Contract within 45 calendar days following the end of the term of this Contract. All invoices submitted after 45 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' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

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

IV. FUNDING AND REPORTING REQUIREMENTS

A. Financial Reports

1. Year-End Cost Report

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

V. Additional Terms and Conditions

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. ACBH shall provide Contractor with specific information on how to operationalize any new procedures.

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

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

Medi-Cal Funding Provisions

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

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

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 invoices and/or continuing costs to ACBH Fiscal Contract Manager.
- d. Surrender all applicable records to ACBH, if requested by ACBH.

- e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all ACBH Quality Assurance (QA) and professional requirements.
- f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- g. Make arrangements to hold Contractor's financial records for at least five years, or until all audit and appeal processes with the State and County are completed, whichever is later.
- h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that ACBH receives contact information for this point person, and any updates, in a timely manner.
- i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from ACBH.
- j. Participate in any required close-out audit.
- k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH's 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, 2019 - JUNE 30, 2020	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES <i>Salaries & Benefits</i>	<i>Services & Supplies</i>
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ACBH - SUBSTANCE USE DISORDERS (SUD)			
B. ACBH - MENTAL HEALTH			
Federal - Mental Health Block Grant (MHBG)			
Federal - Projects for Assistance in Transition from Homelessness (PATH)			
Mental Health - Other	\$980,857		
C. OTHER ALAMEDA COUNTY DEPARTMENTS:			
-			
-			
-			
-			
-			
-			
-			
-			
<i>SUBTOTAL</i>	\$980,857		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL			
B. STATE			
C. OTHER COUNTIES/CITIES/DISTRICTS			
-			
-			
-			
-			
-			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER			
<i>SUBTOTAL</i>	\$0		
GRAND TOTAL	\$980,857	\$980,857	\$0

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 19-20**

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			\$122,565
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01O61	Outpatient - Frick			\$122,565
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01IK1	Outpatient - Urban Promise Academy (UPA)			\$122,566
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01O91	Outpatient - Fremont High School			\$122,897
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01PA1	Outpatient - Oakland Tech High			\$122,566
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01LN1	Outpatient - Oakland Tech Fashion Academy			\$122,566
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01RW1	Outpatient - Sojourner Truth			\$122,566
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	
01P61	Outpatient - Initial Assessment			\$122,566
	Case Management	Provisional Rate	\$147.00 per hour	
	Mental Health Services	Provisional Rate	\$189.42 per hour	
	Crisis Intervention	Provisional Rate	\$280.85 per hour	
	Interactive Complexity (PC 491)	Negotiated Rate	\$16.76 Per occurrence	

Contract Maximum: \$980,857

Funding Source Allocation:

Federal	State	County
\$0	\$980,857	\$0

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's Cost Report 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: Cost Report 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, and 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 & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<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 be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 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 minimum A.M. Best Rating of A- or better, 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 require certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

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

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

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 680
 Oakland CA 94607

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

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" 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 01711-11	7/1/2019 7/1/2020	\$ 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 01711-11	7/1/2019 7/1/2020	\$ 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 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WG 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 the agreement between the Alameda County Behavioral Health Care Services and Oakland Unified School District for Educationally Related Mental Health Services through the coverage expiration date.

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

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


 John Stephens
 AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-11	Keenan & Associates

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

Additional Covered Party:

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

As Respects:

As respects to the Standard Services Agreement between the County of Alameda, Behavioral Health Care Services and Oakland Unified School District to provide school-based behavioral health services to student through the coverage expiration date, \$2,000,000 annual aggregate, as required by contract.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage.



Authorized Representative

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-1951

CERTIFICATE OF COVERAGE

06/24/2019

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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 BY: **A - See attached schedule of insurers**

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Member:

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: REBECCA LITTLEJOHN
1000 BROADWAY SUITE 440
OAKLAND, CA 94607

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 (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	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 AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND COUNTY OF ALAMEDA BEHAVIORAL HEALTH CARE SERVICES TO PROVIDE SCHOOL BASED BEHAVIORAL HEALTH SERVICES TO STUDENTS FOR FISCAL YEAR 2018-2019

Certificate Holder

COUNTY OF ALAMEDA
BEHAVIORAL HEALTH CARE SERVICES
ATTN: FRED ZHANG
1900 EMBARCADERO COVE, STE 205
OAKLAND, CA 94606

Cancellation

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.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2019/2020 SCHEDULE OF INSURERS
OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 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 4060592	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

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):  11/13/2020

Print Name: Jody London

Title: President, Board of Education

Approved as to form on November 4, 2020




 11/13/2020
Kyla Johnson-Trammell
Secretary, Board of Education

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

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

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


By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Jody London **TITLE:** President, Board of Education
SIGNATURE:  **DATE:** 11/13/2020

Approved as to form on November 4, 2020



 11/13/2020
Kyla Johnson-Trammell
Secretary, Board of Education