

Board Office Use: Legislative File Info.	
File ID Number	12-0464
Introduction Date	3/28/12
Enactment Number	12-0944
Enactment Date	3-29-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date March 14, 2012

Subject Master Contract - Alameda County Behavioral Health Care Services (contractor) - 922/Family, Schools, and Community Partnerships (site/department).

Action Requested Approval of Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of July 1, 2011 through June 30, 2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 Alameda County Behavioral Health Care Services provides mental health services in 80 schools in the Oakland Unified School District through contracts with community mental health providers. Historically mental health services have targeted students following the onset of serious emotional and behavioral problems. In an effort to prevent the onset of serious mental health issues Alameda County Behavioral Health Care Services has agreed to fund the OUSD Department of the Family, Schools, and Community Partnerships Department to provide prevention and early interventions services and supports to schools within the K-8 Regions via funding provided through the California Mental Health Services Act. This contract will enable the District to offer School Based Mental Health Consultation to school sites to address the needs of all students by providing consultation and training to parents, teachers, and administrators, in addition to direct support to individual children at risk. This master contract is being amended to provider a revised scope of work, an increase in funding amount, and updated Exhibits A & B.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services, Oakland, CA, for the latter to provide funding for the Complementary Learning Department to provide School-Based Mental Health Consultation to enhance the capacity of schools to address social, emotional, and behavioral learning needs of students to promote a positive school climate that identifies and addresses student behavioral health needs and is supportive of students at risk for serious mental health issues; 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, coordination among distinct departments and service providers to align available resources and supports, and targeted intervention for individual children through the provision of regionally supervised Mental Health Interns for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$178,260.00.

Recommendation Approval of Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services. Services to be funded through the 922/Family, Schools, and Community Partnerships for the period of July 1, 2011 through June 30, 2012.



Fiscal Impact

Funding resource: 9206/Alameda County Public Health and Wellness for Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Grant in the amount of \$178,260.00.

Attachments

- Community Based Organization Master Contract Coversheet
- Exhibit A: Program Description and Performance Requirements
- Exhibit A-1: Community Based Organization Master Contract, General Provisions
- Exhibit A-2: Community Based Organization Master Contract, Quality Assurance Addendum
- Exhibit B: Detail Budget - Revenue/Expense Summary
- Exhibit B-1: Community Based Organization Master Contract, Terms and Conditions
- Exhibit B-1 Attachment A: Master Contract Rate Sheet FY 11-12
- Exhibit B-1 Attachment B: Cost Report Submission Timeline
- Exhibit B-1 Attachment C: Appeal Procedures
- Exhibit C: Insurance Certification
- Certificate of Coverage
- Exhibit E: Business Associate Provisions (HIPAA)
- Exhibit F: County of Alameda Debarment and Suspension Certification



ALCOHOL, DRUG & MENTAL HEALTH SERVICES
MARYE L. THOMAS, M.D., DIRECTOR

2000 Embarcadero Cove, Suite 302
Oakland, California 94606
(510) 567-8296 FAX (510) 567-9290

DATE: February 7, 2012
TO: Joanna Locke, Oakland Unified School District - SELPA
FROM: Mary Goldsby, Contracts Management
SUBJECT: Budget Year 2012 Revised A&B Contract

Enclosed is your organization's contract, keep the one stamped "**contractor's copy**" for your records, and return **all signed** copies to me as soon as possible.

If you have any questions, please call me at (510) 383-1592.

Enclosure



**COMMUNITY BASED ORGANIZATION
Master Contract Exhibit A and B Coversheet**

Dept Name: Behavioral Health Care Services Vendor ID #: 0000032634 Board PO #: _____
 Bus Unit: BHSVC Master Contract #: 900322 Procurement Contract #: 6445 Budget Year: 2012

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350591	00000	N/A	N/A		
610341	10000	350591	31001	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		
610341	10000	350591	41431	N/A	N/A	168,500	168,500
610341	10000	350591	41432	N/A	N/A	9,760	9,760

Contract Maximum: 178,260

Procurement Contract Begin Date 7/1/2011 Expire Date 6/30/2012
 Period of Funding: From: 7/1/2011 To: 6/30/2012
 Department Contact: Mary Goldsby Telephone: (510) 383-1592 QIC Code: 22706
 Contract Name: Oakland Unified School District - SELPA
 Contractor Address: 495 Jones Avenue BOS Dist. # _____
Oakland, CA 94603 Federal Tax ID: 94-6000385
 Remittance Address: 495 Jones Avenue Location # _____
Oakland, CA 94603
 Contractor Telephone: (510) 639-4289 E-mail: joanna.locke@ousd.k12.ca.us
 Contractor Contact Person: Ms. Joanna Locke Fax #: _____
 Contract Service Category: Mental Health
 Estimated Units of Service: See Exhibit B-1 Attachment A
 Maximum Single Payment & Exceptions: N/A
 Method of Reimbursement (Invoicing Procedures): See Exhibit B-1 Attachment A

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	178,260				
Exhibit #	N/A				
Amount of Encumbrance	178,260				
File Date	6/28/11, 12/6/11				
File / Item #	27414/13,27797/39				
Reason	Revised A & B				

Funding Source Allocation:	Federal / CFDA # ()	State	County
		178,260	

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

DEPARTMENT

CONTRACTOR

By _____
 Signature
Marye L. Thomas, M.D.
 Print or Type Name
 Title: Director, Behavioral Health Care Services
 Date: _____

By *Joanna Locke*
 Signature
Joanna Locke
 Print or Type Name
 Title: Executive Director Date: _____
 By _____
 Signature

 Print or Type Name
 Title: _____ Date: _____

CONTRACTOR'S COPY

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Oakland Unified School District (OUSD)
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900322

I. Program Name

School-Based Mental Health Consultation

II. Contracted Services

- Mental Health Consultation
- Revenue Generation through Local Education Agency Medical Administrative Activity (LEA MAA) claiming or matching OUSD funds
- Prevention and Early Intervention (PEI) Service Data Collection and Reporting

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Mental Health Consultation
<i>Change in School Climate:</i>
<ul style="list-style-type: none">• Enhanced capacity of schools to identify individuals and families with social, emotional and behavioral issues.• Increased school-wide prevention programming through professional development for school staff.• Increased number of school staff trained in the recognition of early indicators of mental illness and how to refer students for screening and intervention.• Increased coordination of services at individual school sites and with district-wide programs.• Increased knowledge of social, emotional and behavioral issues.• Increased knowledge of risk and protective factors.• Increased availability of early intervention for at-risk students through professional development of mental health staff.
<i>Change in Student Mental Health Status:</i>
<ul style="list-style-type: none">• Enhanced resilience and protective factors, mental health status, social support, attendance, and academic achievement.• Reduced suspensions, expulsions, drop-out rates, violence, social isolation, and involvement with law enforcement/courts.

Revenue Generation

- Long-term program growth and sustainability through the School District's reinvestment of LEA MAA generated by the program or reinvestment of an identical amount through other funding sources (such as grants).

Prevention and Early Intervention Service Data Collection and Reporting

- Yearly data collection, project analysis and reporting to promote program modification and improvement.

B. Target Population

Contractor shall serve the following populations:

1. Service Groups

Contractor shall provide services to support students who are at high risk for serious mental health issues and school failure. The interventions will also target families, school staff and providers who offer support to these students. Families are defined broadly and include non-custodial parents and guardians.

2. Program Eligibility

Contractor shall only serve clients who are students within the Oakland Unified School District, or who are a member of the school staff or a family who provides support to these students.

3. Limitations of Service N/A

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels:

1. Program Design

Contractor shall provide School-Based Mental Health (SBMH) Consultation that builds the capacity of schools to address the social, emotional and behavioral learning needs of students; to promote a school climate that identifies and addresses student mental health needs; and to support students at risk for serious mental health issues. Contractor shall provide technical assistance to Coordination of Service Teams (COST).

Contractor shall develop collaborative partnerships with principals, teachers, support staff, parents, and providers to create school environments that promote healthy emotional development, make social-emotional learning supports available to all students, and facilitate effective problem-solving among adults and students.

Contractor shall utilize the following strategies towards implementing SBMH Consultation:

- Training: Contractor shall provide training for school staff, mental health providers, and families on trauma and the impact of community violence on learning, the early indicators of serious mental health issues, and how to refer students for screening and intervention.
- General Consultation: Contractor shall provide consultation to site administrators and staff on effective interventions for students experiencing emotional and/or behavioral barriers to learning. Contractor shall promote parental involvement in school conferences and responsibility for children's regular school attendance. Contractor shall provide culturally responsive services and referrals for students and families. Contractor shall assist teachers in developing behavior management and intervention plans; classroom observations may be utilized. Contractor shall work with all levels of the school staff on systemic issues such as adult-child relationships, discipline practices and policies, and triggers within the classroom which may impact a child's mental health issues.
- Child-Specific Consultation: Contractor shall provide resources and coordinate services for students with emotional and behavioral needs. Contractor shall promote regular school attendance and improved self-esteem with interventions that will improve functioning within the school setting. Contractor shall provide more in-depth consultation to teachers, school administrators, and families regarding specific students (in individual and group settings). Contractor shall work with school staff and family to develop an intervention plan to address the social, emotional, behavioral and/or developmental needs of identified students that lead to attendance issues. When appropriate, Contractor shall obtain permission from the family to observe and assess the student to provide support and transitional services as needed.

Contractor shall collaborate with various County efforts including the other Prevention and Early Intervention programs and the Co-Occurring Issues Initiative. Contractor shall make presentations, prepare reports, and attend meetings (including SBBH monthly meetings) and/or trainings as required by BHCS.

Contractor shall annually invest a match of \$189,993 for expenses including a third Regional Mental Health Specialist. This staff person shall provide the same scope of work as that of the other two regions. In addition, Contractor shall annually reinvest 100% of the LEA MAA generated back into the program or an identical amount through another funding source (such as a grant) with the goal of increasing the school-based mental health consultation service capacity in

subsequent years. Contractor shall conduct ongoing program evaluation to support the long-term growth and sustainability of the program.

2. Referral Process to Program N/A

3. Consumer/Client Flow N/A

4. Discharge Criteria and Process N/A

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Monday through Friday, 8:00 a.m. – 3:00 p.m.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

All OUSD Elementary and Middle Schools

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for employment and duties to be performed. Contractor shall submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
Mental Health Consultation		
Training and Coaching	50% Staff Hours	BHCS Reporting Tool
General Consultation	25% Staff Hours	BHCS Reporting Tool
Child-Specific Consultation	25% Staff Hours	BHCS Reporting Tool

Revenue Generation		
Revenue Generation through MAA or other funding streams.	100% MAA Reinvestment or OUSD Match	Oakland Unified School District

B. Outcome Measures

Contractor shall meet the following outcomes:

Data Collection and Reporting	Data Source	Review Dates
Contractor shall conduct project analysis to identify recommended changes to the project design or deliverables, describing highlights, successes, challenges and rationale for changes.	Annual Report to BHCS	June 30, 2012
Contractor will monitor tracking of select indicators within the school environment: <ul style="list-style-type: none"> • Attendance Rates • Suspension/Expulsion Rates • Drop-Out Rates • School Climate 	Annual Report to BHCS School Records California Office of Education California Healthy Kids Survey (CHKS)	June 30, 2012
Contractor shall track LEA MAA revenue generation (or OUSD match) and reinvestment back into the program	Annual Report to BHCS including minutes from LEA Reinvestment Committee	June 30, 2012

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall collect and report service data daily using BHCS reporting tools, track select indicators within the school environment, and analyze whether changes need to be made to the project design or deliverables based on the data findings and tracking of LEA MAA revenues. County shall have access to all data and reports.

Contractor shall comply with medical records, BHCS claiming, and data management requirements, using provided or approved systems.

The methods by which Contractor shall be required to document achievement of program objectives may include, but are not limited to: input of client data into the

BHCS Reporting Tools and Data Systems, submission of bio-statistical reports, narrative/data reports, financial reports including expenditures and revenues by program area and/or other special reports requested by Alameda County financial or program monitors.

Contractor shall meet with BHCS to review program deliverables including documentation of program services. Contractor must participate in the BHCS Quality Improvement and Compliance Programs along with adhering to all BHCS performance requirements.

Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding.

Contractor shall complete an annual report that includes a description of progress by Contractor in each of its programs funded by BHCS in the following areas:

- Co-Occurring Informed Practice;
- Housing/Living Situation; and
- Other information as requested by BHCS.

Contractor shall submit the annual report to BHCS by June 30th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

BHCS reserves the right to amend contract based on analysis, review, and discussion with Contractor regarding current status of program deliverables and performance standards.

VI. Additional Requirements

A. Certification/Licensure N/A

B. Other Requirements

1. Confidentiality of Health Information

All information and records obtained in the course of providing services pursuant to this Agreement shall be confidential and are protected from disclosure by the California Welfare and Institutions Code, Section 5328, et seq. and other applicable federal and state law.

If Contractor is a Covered Entity within the meaning of the Health Insurance Portability and Accountability Act (HIPAA), then it shall provide services in conformance therewith.

Contractor shall disclose to appropriate treatment providers individually identifiable health 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.

The maintenance, access, disposal and transfer of records shall otherwise be in accordance with professional standards and applicable County, State, and Federal laws and regulations and/or specified regulations of the Substance Abuse and Crime Prevention Act of 2000, detailed in section 9535 of Title 9 CCR.

Any sharing of identifiable health information shall be consistent with the provisions of HIPAA and other applicable federal and state laws relating to the use and disclosure of protected health information.

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, appropriateness, and timeliness of the services being rendered under this contract.

2. Organizational Chart

Contractor shall have and maintain a current organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.

3. Additional Terms and Conditions

Contractor shall abide by all additional terms and conditions described in the Master Contract Boilerplate, Exhibits, Addendum and Attachments that are associated with this contract, including:

- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Additional Terms and Conditions of Program and Performance

Contracting Department: Behavioral Health Care Services

Contractor Name: Oakland Unified School District - SELPA

Contract Period: 7/1/2011 to 6/30/2012

Master Contract Number: 900322

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

This program will provide the minimum necessary client information to any other service provider within the Alameda County Behavioral Health Care Service System of County-operation and county-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Clients' informed consent will be obtained whenever possible, however the absence of such consent will not preclude the exchange of information with other ACBHCS service providers as stated. Client consent, in a form mandated by applicable state or federal law, will be obtained before releasing information to those who are outside the ACBHCS system of services except as otherwise provided by law.

2. Patients' Rights. Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.

3. General Supervision. Services shall be under the general supervision of the Director of Behavioral Health Services of the County, as specified in Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility. In addition, any statistical data or information requested by the Director of Behavioral Health Services of the County shall be provided by the Contractor. Liaison with the Contractor shall be provided through Alameda County Behavioral Health Services in such degree as to assure effective supervision.

4. Utilization Control. Where direct services are provided, facilities must implement and follow the appropriate mode of service utilization control plan established by the County for compliance with State Department of Mental Health requirements. Any disallowances or penalties resulting from audits of Contractor records will be the sole responsibility of the Contractor.

5. Affirmative Action. Contractor's nondiscriminatory policies shall be in writing, available to the appropriate persons, and practiced in the admission of patients, assignment of accommodations, employment of personnel, and in any other respect so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, or physical handicap.

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

7. BHCS Tobacco Control, Education and Prevention Guidelines. All organizations contracting with BHCS must be working toward the implementation of the *Tobacco Control, Education, and Prevention Guidelines that became effective January 1, 2003*.

8. Day Treatment Psychiatric Staffing. Psychiatric evaluations, medication support and monitoring as deemed necessary are to be provided by staff psychiatrists.

9. CalWORKs Invoices. All CalWORKs invoices must be submitted to Behavioral Health Care Services no later than July 15th of each year.

10. Day Treatment Guidelines. Day treatment service providers will be expected to adhere to the new day treatment guidelines as outlined in the DMH Information Notice 02-06 and implemented by Behavioral Health Care Services effective July 1, 2003. All services need to be individualized to the client's need and therefore shall be provided accordingly based on medical necessity.

BHCS will pay for the following mental health services outside of the "day treatment day" (within the meaning of DMH regulations and Information Notices), and on non-day treatment days. This payment policy is subject to change at the sole discretion of BHCS, and is contingent on availability of BHCS resources, except that services rendered prior to formal notice by BHCS of a change in policy shall be paid for by BHCS. As stated above all services need to be individualized to the client's need and therefore shall be provided accordingly based on medical necessity.

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month

- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

- Urgent/emergent conditions do not need pre-authorization to go beyond the maximum 2 times per month. Unusual situations requiring on-going visits in excess of 2 times per month should be pre-authorized.
- Crisis Services
 - Crisis Services will only be covered if they meet the Medi-Cal guidelines for crisis billing. These services must be provided by either a licensed or license eligible staff (LPHA), or a Mental Health Rehabilitation Specialist (MHRS). These services should be for those non planned situations that demand the expertise of a LPHA, or MHRS beyond that which can be provided by the milieu staff. The provision of crisis services shall not be used in lieu of bringing in additional childcare staff to manage the milieu.

Medi-Cal Definition of Crisis Intervention: Crisis Intervention is a quick emergency response service enabling the Individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the Individual's need for immediate service intervention. Crisis Intervention services are limited to stabilization of the presenting emergency.

These additional services can be provided without the need for any additional authorization beyond the day treatment authorization. However all services need to be individualized to the client's need and therefore shall be provided accordingly based on medical necessity.

11. Centers for Medicare & Medicaid Services (CMS) Standards. Contractor is responsible for the credentialing, monitoring and re-credentialing of its staff. Credentialing activity shall be consistent with Centers for Medicare & Medicaid Services (CMS) standards including those related to Primary and Secondary Source Verification aligned with current industry standards. Additionally, Contractor shall ensure that staff providing services under this Agreement are in good standing with CMS and not on any list of providers who are excluded from participation in federal health care programs.

EXHIBIT A-2

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Quality Assurance Addendum

In addition to relevant Federal and State laws and regulations, all providers shall be responsible for the information contained in Alameda County Behavioral Health Care Services' (BHCS') Quality Assurance (QA) Manual, which shall be provided to Contractors and updated by BHCS as needed. The Quality Assurance Office shall use the BHCS Provider website, and email communications to notify providers of periodic updates and changes made to the QA Manual, whenever such changes are made.

- **UPDATES:** Contractor/Provider shall be responsible for all information and updates sent via email and the United States Postal Service (USPS) or as posted on BHCS Provider website.
 - Contractor/Provider shall be responsible for informing the QA Office and Network Office of any changes to Contractor/Provider's primary email address.
- **CODE OF CONDUCT:** All Contractors/Providers shall act in an ethical fashion as dictated by the BHCS Ethical Code as posted on the BHCS Provider website, and by the Ethical Code of Conduct of all professional organizations that applies to their licensure.
- **CREDENTIALING:**
 - Organizational Contractors shall be responsible for the "credentialing" of their own employees to the same standard as BHCS, state and federal requirements.
 - Fee-for-Service individual/group providers shall be credentialed by BHCS and shall comply with BHCS Credentialing and Re-Credentialing Policy and Procedures as set forth in the QA Manual.
- **DOCUMENTATION STANDARDS:** All Contractors/Providers shall comply with Documentation Standards, Policy and Procedures as set forth in the QA Manual and as may be amended by notice on the BHCS Provider website.
- **SENTINEL EVENTS, DEATH REPORTS & FORMALIZED CASE REVIEWS:** All Contractors/Providers shall submit Beneficiary Death Reports to the QA Office within 14 days of the knowledge of a beneficiary's death. All providers shall comply with the formalized case review policies as set forth in the QA Manual.
- **AUDITS:** BHCS may at its initiative perform an onsite review and/or audit of all records as they pertain to the provision of services.

- **UTILIZATION MANAGEMENT:** All Contractors/Providers shall comply with policies related to the Utilization Management Program of BHCS as set forth in the QA Manual and/or the Clinical Quality Review Team (CQRT) Manual and any updates to these documents posted to the BHCS Provider website.
- **BENEFICIARY RIGHTS:** All Contractors/Providers shall comply with BHCS' Consumer Grievance and Appeal Policy and Procedures, as set forth in the QA Manual and such amendments as posted on the BHCS Provider website.
 - All Contractors/Providers must comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights.
- **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) & CONFIDENTIALITY:** All Contractors/Providers shall follow California state and federal guidelines pertaining to HIPAA and breaches of confidentiality. Contractors/Providers agree to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractors/Providers, their staff or subcontractors.
- All Contractors/Providers shall comply with all other applicable policies as set forth in the QA Manual and such amendments as posted on the BHCS Provider website.
- All Contractors/Providers 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 clinician dies or becomes unable to continue providing services.
- Contractors/Providers found to be not in significant compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				ADMIN	OTHER	AGENCY TOTAL			
	Direct Services √	Annualized Salary	One-Time Expenses	Ongoing	TOTAL MASTER CONTRACT	BUDGET				BUDGET	BUDGET	BUDGET
			MHSA	MHSA								
			Actual Cost	Actual Cost								
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET				

SALARIES & WAGES			FTE		FTE				
Regional Mental Health Consultant	√	78,442	3.00	235,326	3.00	235,326			
					0.00	0			
					0.00	0			
					0.00	0			
					0.00	0			
					0.00	0			
Other (Admin and Other columns only)									
S/T Salaries & Wages			3.00	235,326	3.00	235,326			
Employee Benefits				105,897		105,897			
TOTAL SAL, WAGES & BENEFITS			3.00	341,223	3.00	341,223	0	0	341,223

OPERATING EXPENSES									
Household Supplies									0
Food				1,000		1,000			1,000
Office Expense				1,500		1,500			1,500
Recreational Supplies						0			0
Medical, Dental, Pharmaceutical Supplies						0			0
Maintenance						0			0
Structure						0			0
Equipment						0			0
Vehicles						0			0
Utilities						0			0
Communications				2,400		2,400			2,400
Membership Dues						0			0
Transportation				6,000		6,000			6,000
Travel				3,000		3,000			3,000
Training		9,760		1,500		11,260			11,260
Professional & Specialized Services						0			0
Insurance						0			0
Taxes & Licenses						0			0
Interest						0			0
Rents & Leases						0			0
Structure						0			0
Equipment						0			0
Vehicles						0			0
Depreciation						0			0
Structure						0			0
Equipment						0			0
Vehicles						0			0
Miscellaneous						0			0
						0			0
						0			0
						0			0
						0			0
TOTAL OPERATING EXPENSES			9,760	15,400		25,160	37,200	0	62,360

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				ADMIN	OTHER	AGENCY TOTAL			
	Direct Services √	Annualized Salary	One-Time Expenses	Ongoing	TOTAL MASTER CONTRACT	BUDGET				BUDGET	BUDGET	BUDGET
			MHSA	MHSA								
			Actual Cost	Actual Cost	BUDGET	BUDGET				BUDGET	BUDGET	BUDGET
ADMIN				37,200	37,200	(37,200)		0				
GROSS COST			9,760	393,823	403,583	0	0	403,583				
GROSS COST INCLUDING CLIENT SUPPORTIVE EXPENDITURES			9,760	393,823	403,583	0	0	403,583				
REVENUE (SPECIFY):												
OUSD RMHC Salary (1.37FTE)				117,534	117,534			117,534				
Benefits (45%)				55,189	55,189			55,189				
Operating Expenses				15,400	15,400			15,400				
Admin Costs				37,200	37,200			37,200				
					0			0				
					0			0				
					0			0				
TOTAL REVENUE			0	225,323	225,323	0	0	225,323				
NET COST			9,760	168,500	178,260	0	0	178,260				
RESIDENTIAL / DAY / OUTREACH												
TOTAL HOURS/DAYS					0							
COST PER HOUR/DAY												
COST PER MINUTE												
OUTPATIENT												
Case Management		SMA 2.02										
TOTAL HOURS					0							
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
GROSS COST				0								
Mental Health Services		SMA 2.61										
TOTAL HOURS					0							
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
GROSS COST				0								
Medication Support		SMA 4.82										
TOTAL HOURS					0							
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
GROSS COST				0								
Crisis Intervention		SMA 3.88										
TOTAL HOURS					0							
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)				0.00								
GROSS COST				0								

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				ADMIN	OTHER	AGENCY TOTAL		
	Direct Services √	Annualized Salary	One-Time Expenses	Ongoing	TOTAL MASTER CONTRACT	BUDGET				BUDGET	BUDGET
			MHSA	MHSA							
			Actual Cost	Actual Cost							
			BUDGET	BUDGET	BUDGET	BUDGET				BUDGET	BUDGET

TOTAL OUTPATIENT HOURS			0		0			
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OUTREACH & ENGAGEMENT

TOTAL HOURS					0			
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
GROSS COST			0					

TOTAL OUTREACH & ENGAGEMENT HOURS			0		0			
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CLIENT SUPPORT SERVICES

TOTAL HOURS					0			
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
GROSS COST			0					

TOTAL CLIENT SUPPORT HOURS			0		0			
----------------------------	--	--	---	--	---	--	--	--

TOTAL OUTPATIENT, O&E & CS HOURS			0		0			
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ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

TOTAL HOURS/DAYS					0			
COST PER HOUR/DAY								
COST PER MINUTE								

OUTPATIENT

Case Management

TOTAL HOURS					0			
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
GROSS COST			0					

Mental Health Services

TOTAL HOURS					0			
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
GROSS COST			0					

Medication Support

TOTAL HOURS					0			
COST PER HOUR (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
COST PER MINUTE (not incl. Client Supportive Expenditures or CaWORKs Fees)			0.00					
GROSS COST			0					

Crisis Intervention

TOTAL HOURS					0			
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PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				ADMIN	OTHER	AGENCY TOTAL			
	Direct Services √	Annualized Salary	One-Time Expenses	Ongoing	TOTAL MASTER CONTRACT	BUDGET				BUDGET	BUDGET	BUDGET
			MHSA	MHSA								
			Actual Cost	Actual Cost								
			BUDGET	BUDGET	BUDGET	BUDGET				BUDGET	BUDGET	
COST PER HOUR (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
GROSS COST				0								
TOTAL OUTPATIENT HOURS				0		0						
OUTREACH & ENGAGEMENT												
TOTAL HOURS						0						
COST PER HOUR (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
GROSS COST				0								
CLIENT SUPPORT SERVICES												
TOTAL HOURS						0						
COST PER HOUR (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
COST PER MINUTE (not incl. Client Supportive Expenditures or CalWORKs Fees)				0.00								
GROSS COST				0								
TOTAL OUTREACH & ENGAGEMENT HOURS				0		0						
TOTAL CLIENT SUPPORT HOURS				0		0						
TOTAL OUTPATIENT, O&E & CS HOURS				0		0						
TOTAL O/P, O&E, & CS GROSS COST				0		0						
TOTAL COST (incl. Client Supportive Expenditures)			9,760	393,823		403,583						
REVENUE (SPECIFY):												
OUSD RMHC Salary (1.37FTE)				117,534		117,534						
Benefits (47.49%)				55,189		55,189						
Operating Expenses				15,400		15,400						
Admin Costs				37,200		37,200						
						0						
						0						
TOTAL REVENUE			0	225,323		225,323						
NET COST			9,760	168,500		178,260						

Preparation/Revision Date: 12/12/11

**COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: Oakland Unified School District		PERIOD: September 1, 2011 - JUNE 30, 2012	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
I. <u>ALAMEDA COUNTY ALLOCATED FUNDS</u>			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH	178,260		
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other			
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL	178,260		
II. <u>OTHER SOURCES OF FUNDS</u>			
A. FEDERAL			
B. STATE			
C. COUNTY (other than Alameda) / CITY			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER	225,323		
SUBTOTAL	225,323		
GRAND TOTAL	403,583	341,223	62,360

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: Behavioral Health Care Services
Contractor Name: Oakland Unified School District - SELPA
Contract Period: 7/1/2011 to 6/30/2012

This Agreement is made by the County of Alameda ("County") and Oakland Unified School District - SELPA, ("Contractor") with respect to that Master Contract (referred to herein as the "Contract") pursuant to which Contractor provides mental health services. In return for the services set forth in Exhibit A of the Contract, the County agrees to reimburse the Contractor on the following basis:

Total Remuneration.

Remuneration to the Contractor under this Contract shall be made at the rate set forth in **Exhibit B-1, Attachment A**. Total payments under this contract shall in no event exceed \$178,260 for services.

Actual Cost Reimbursement

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from other payor sources.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.
2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report

which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.

3. **Final Contract Settlement.** Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.
4. **Audits and Disallowances.** Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in the general provisions of the Contract between the parties. County or Contractor shall make payment to the other in accordance with the terms of the Contract or refund any amounts identified in the Preliminary and/or Final Contract Settlement and/or subsequent audit. Any payment due the County which results from a Preliminary and/or Final Contract Settlement Reimbursement and/or audit of a prior fiscal-year contract may be used, at the County's discretion, to offset payments owed by the County to Contractor pursuant to the Contract. Upon written notice to Contractor, any payment due the Contractor shall be used to offset any payments owed by the Contractor to the County in accordance with any previously accepted Cost Report Settlement.
5. **Appeals.** Any intent to appeal shall be submitted to the County within 15 days of receipt of Preliminary Contract Settlement Reimbursement and/or Certified Final Reconciliation of Cost Report. All appeals shall be submitted to:

Behavioral Health Care Services;
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
ATTENTION: Finance Director
REFERENCE: Appeal FY xx/xx

Each appeal should be for an individual fiscal year and shall be so indicated in the Reference Section of the appeal. Appeals must be filed in a timely manner as outlined in **Exhibit B-1, Attachment C – Appeal Procedures**. County will send notice to Provider within 10 days of receipt of Intent to Appeal with the deadline for submitting the appeal and supporting documentation.

6. **Variance Between Actual Costs & Estimated Budgeted Costs**. Contractor's line-item costs illustrated in Exhibit B of the Contract are recognized by the County as estimates of actual costs to be incurred in the performance of the Contract. Contractor shall, however, obtain the express written consent of the Local Mental Health Director for any variance of 10% (ten percent) or greater than actual costs and estimated budgeted costs under any one or more of the following conditions: (1) Excess costs are for administrative, indirect, overhead, and/or corporate costs; (2) Excess costs that must be funded by a transfer of funds from a different major budget expenditure category (Major budget expenditure categories are defined as salaries and benefits, services and supplies, and fixed assets); and, (3) Excess costs that would result in an increase in the Contractor's total budgeted cost as illustrated in Exhibit B. Contractor shall abide by any applicable State or Federal accounting regulations more restrictive than this policy.
7. **Cost Report Submission Deadline**. On a prospective basis, all submission deadlines are outlined in **Exhibit B-1, Attachment B** and the Annual Cost Report Instruction Letter. Should Contractor fail to meet the indicated deadlines, Contractor shall be considered non-compliant with the contract provisions. County shall withhold payment of Contractor's outstanding invoices upon ten (10) days' written notice of same to Contractor until such time that County has received all outstanding documentation.
8. **Medi-Cal Funding Provisions**
 - A. Contractor shall submit monthly invoices for reimbursement within 30 calendar days after the month of service, absent good cause and approval by the County of such later submission. Failure to submit a timely monthly invoice for reimbursement shall be deemed as Contractor being non-compliant with contract provisions, upon ten (10) days' written notice of same to Contractor County may withhold payment until such time that County has received all outstanding documentation.
 - B. For services provided under this contract, Contractor must bill charges for said services to any third party payor and/or for Share of Cost Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate. This applies only for services covered by such third party payors and/or Share of Cost Medi-Cal. Any and all applicable insurance or coverage afforded the client shall be utilized. Billings to and collections from clients shall be in accordance with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State Department of

Mental Health. Contractor shall have collection procedures to collect charges from clients whose care is reimbursable under the Contract, as amended herein, and, if applicable, procedures presently used to collect charges from clients whose care is not reimbursable under the Contract. All revenue collected from third party payors and/or from the client whose care is otherwise payable under the Contract must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) cover letter, Cost Report instructions and, any subsequent letters or instructions from the County.

- C. Providers are required to complete monthly Medi-Cal eligibility verification for all clients.

County will provide test claim reports for all claims prior to submission to the Department of Mental Health.

For all Medi-Cal claims submitted to the State for reimbursement, should the County receive notification of claims denied by State, said information will be provided to Contractor after the County's receipt of a Denied Correction Report. Contractor will submit the Denied Correction Report identifying any necessary corrections for the denied claim within the timeframe noted in the Denied Correction Report cover letter. In addition, Contractor will receive the MH696 report, on a monthly basis, which identifies client information, services received and Medi-Cal eligibility.

- D. Final MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement (Final Medi-Cal Reconciliation), the County will provide the Final Medi-Cal Reconciliation data submitted to the State Department of Mental Health 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 County prior to the State Department of Mental Health finalizing the Final Medi-Cal Reconciliation. No adjustment to Total Cost or Units can be made at this time.

9. **Additional Terms and Conditions of Payment**

- A. The County will provide Cost Report data submitted to the State Department of Mental Health for Contractor's review. If Contractor has any adjustments that would impact the County Cost Report, including cost per unit of service, Contractor must advise County prior to State Department of Mental Health acceptance of Cost Report.
- B. The State, the Federal Government, County or County Mental Health Services, and/or their appropriate audit agency shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and, to audit and inspect any books and records of Contractor which pertain to services

performed hereunder and determination of amounts payable under such Contract and Contract thereto.

- C. Contractor has the right to appeal any disallowed unit of service or cost issue as identified in the Preliminary Contract Settlement and/or Final Contract Settlement/Final Medi-Cal Reconciliation, to the County per Appeal Procedures in **Exhibit B-1, Attachment C**.
- D. Contractor shall comply with all applicable provisions of the statutes, regulations, and policies including, but not limited to: Titles 9 and 22 of the California Code of Regulations; Division 5 of the Welfare and Institutions Code; Short Doyle and Short Doyle/Medi-Cal policies as identified in policy letters and the Cost & Financial Reporting System Instruction Manual; AB 799 (Short Doyle/Medi-Cal Reform Act); and, the Alameda County Contract Administration Manual.
- E. The Contract thereto shall be of no effect unless and until the State of California or other agency providing funds under said Contract approves the same, if so required, and provides appropriate funds in support of the services provided hereunder. Further, should the State of California or other funding agency refuse to reimburse (or disallow past payment based upon audit exceptions) County for any claim submitted to County by Contractor, the amount due Contractor, or if no amounts are due Contractor, Contractor agrees to reimburse County for any claim submitted by Contractor to County, paid by County, and later refused for reimbursement by the State of California, or other funding agency. Further, Contractor shall retain the right to object to any denials or limitation of reimbursement by reason of audit or otherwise and to advance its position with respect to any such denials by legal or other means available to Contractor.
- F. The County will provide mandated training for the benefit of Contractor, regarding, but not limited, to the following: Cost Reports, Medi-Cal eligibility, the impact of billing third parties on Medi-Cal claims, and UMDAP. Training information will be posted on the BHCS Provider website. All training announcements will list staff mandated to attend trainings.

**Master CONTRACT
RATE SHEET
FY 11/12**

Contractor: Oakland Unified School District

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
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***** IMPORTANT NOTICE *****

The State of California sets the State Maximum Allowance (SMA). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the SMA.

Pending	MHSA PEI Ongoing	Actual Cost	N/A	Actual Cost
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* Total actual cost not to exceed \$168,500.
Funding may not be used for any other program.

**Exhibit B-1
Attachment B**

Cost Report Submission Timeline

(Each year actual provider deadlines will be communicated to CBO's)

Settlement Steps	Master Contract non EPSDT	Master Contract w/EPSDT & SAN EPSDT
Complete service input into INSYST	1st Month after close of fiscal year (July)	1st Month after close of fiscal year (July)
Cost Report forms & letter sent to CBO's	2 nd Month after close of fiscal year (August)	2 nd Month after close of fiscal year (August)
CBO complete & submit cost report to BHCS	3 rd Month after close of fiscal year (September)	3 rd Month after close of fiscal year (September)
BHCS sends copy of CBO State Cost Report for review by each CBO	6 th Month after close of fiscal year (December)	6 th Month after close of fiscal year (December)
BHCS submits complete State Cost Report to DMH	6 th Month after close of fiscal year (December)	6 th Month after close of fiscal year (December)
BHCS submits Final Contract Settlements to Master Contract non EPSDT providers	7 th Month after close of fiscal year (January)	N/A
BHCS submits an informational contract settlement to Master Contract w/EPSDT & EPSDT SAN contracts. Provider has 15 days to notify County their intent to appeal either cost issues or total utilization issues.		7 th Month after close of fiscal year (January)
BHCS provides Master Contract w/EPSDT & EPSDT SAN CBO's with Medi-Cal report used to complete State Reconciliation	N/A	16 th Month after close of fiscal year (October)
BHCS submits State Reconciliation	17 th Month after close of fiscal year (November)	17 th Month after close of fiscal year (November)
BHCS submits Contract Settlement to Master Contract with EPSDT and EPSDT SAN contract. Provider has 15 days to notify County their intent to appeal Medi-Cal utilization issues only.	N/A	19 th Month after close of fiscal year (January)
DMH Audit begins Cost Report audit	Some time during 4 th year after submission of Cost Report	Some time during 4 th year after submission of Cost Report
DMH Audit issues Fiscal Audit Report to BHCS	Before end of 5 th year after submission of cost report	Before end of 5 th year after submission of cost report
If necessary, appeal process begins	Start of 6 th year after submission of cost report	Start of 6 th year after submission of cost report
BHCS sends notice to CBO's that fiscal year is closed	After appeal process has been completed	After appeal process has been completed

**Exhibit B-1
Attachment C**

Appeal Procedures

Appeals or Intent to Appeal should be submitted to:

Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
ATTENTION: Finance Director
REFERENCE: Appeal FY xx/xx

Intent to Appeal should be submitted to County within 15 days of receipt of Preliminary and/or Certified Final Reconciliation of Cost Report.

County will send notice to Provider within 10 days of Intent to Appeal with the deadline for supporting documentation of the appeal.

Appeal should clearly state the fiscal year being appealed in the Reference line of the Appeal Letter or Intent to Appeal letter.

All appeals must be filed in a timely manner as outlined in Exhibit B-1, Attachment B - Cost Report Submission Timeline.

Each appeal should be for an individual fiscal year. In this way, issues for each year can be settled on their own merit. Problems with settling one year will not hold up settling other years.

The reason for the appeal must be stated clearly and concisely as possible. Do not just state, "we do not agree." This is not a valid reason for the appeal. There must be a reason for appeal or area of disagreement.

Include any supporting documentation, such as Medi-Cal eligibility records, denials from third party insurer, financial records. If no supporting documentation is available, please state the reason for the appeal clearly and concisely explaining the reason for no supporting documentation.

An appeal could include one or several reasons for the appeal, but they should be clearly stated separately and stand on their own merits. The following are some examples of how appeals should be submitted.

1. Provider A is appealing cost report settlement for FY xx/xx on the following basis:

The total cost reported on the Settlement Form does not agree with our agency's cost. BHCS has listed \$\$\$ as the cost vs. Provider A cost of \$\$\$.

Provider should include financial records to support their appeal.

2. Provider B is appealing cost report settlement for FY xx/xx on the following basis:

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

<i>Case Management</i>	<i>xx</i>
<i>Mental Health Services</i>	<i>xx</i>
<i>Medication Support</i>	<i>xx</i>

Provider should include a statement in their appeal that individual client records supporting the appeal are available upon request.

3. Provider C is appealing cost report settlement for FY xx/xx on the following basis:

Our records indicate that some of clients listed on BHCS Unfunded Report were Medi-Cal EPSDT eligible. The clients are as follows:

Client A
Client C
Client E

Provider should include copies of eligibility records for each client included in the appeal.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected 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. 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 maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - BHCS, Insurance Coordinator, 2000 Embarcadero, Suite 302, Oakland, CA 94606 	

CERTIFICATE OF COVERAGE

Date: 10/12/11

ENTITY:

Oakland Unified School District
1025 Second Avenue
Oakland, CA 94606

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 POLICIES BELOW

SELF-INSURED AFFORDING COVERAGE

Nor-Cal ReLiEF JPA (Excess Coverage)	A
Star Insurance Company (Excess WC Coverage)	B
Maiden Reinsurance Corporation (Excess WC Coverage)	B

INSURED

OAKLAND UNIFIED SCHOOL DISTRICT
SELF-INSURED

Oakland Unified School District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of Liability or property damage insurance. The provision of the insurance evidenced herein shall apply to claims, costs, injuries or damages but only in proportion and to the extent such claims, costs, injuries and damages are caused by or result from the negligent acts or omissions of the Oakland Unified School District, its officers, agents, or employees.

It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party by the District.

Co.	TYPE OF COVERAGE	POLICY NO.	EFFECTIVE DATE	SELF INSURED RETENTION	LIMITS
A	Comprehensive General Liability	Self-Insured NCR MOC # NCR0171103	7/1/11 – 6/30/12	\$ 250,000.00	\$ 2,000,000.00
A	Professional Liability Errors and Omissions	Self-Insured NCR MOC # NCR0171103	7/1/11 – 6/30/12	\$ 250,000.00	\$ 1,000,000.00 per occurrence
A	Automobile Liability	Self-Insured NCR MOC # NCR0171102	7/1/11 – 6/30/12	\$ 250,000.00	\$ 2,000,000.00
A	Property Coverage	Self-Insured NCR MOC # NCR0171103	7/1/11 – 6/30/12	\$ 250,000.00	\$ 250,000,000.00
B	Workers' Compensation	Self-Insured STAR #WCE039188311 MRC #AM00010402011	7/1/11 – 6/30/12	\$ 350,000.00	\$ 100,000,000.00

DESCRIPTION OF OPERATION/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED ABOVE HAVE BEEN ESTABLISHED BY THE OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF EDUCATION 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. * **Except ten (10) days notice of cancellation for nonpayment of premium**

Oakland Unified School District hereby names the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives as Additional insureds but only with respect to liability arising out of acts and omissions of Oakland Unified School District's officers, agents, and employees.

EFFECTIVE DATES: September 1, 2011 – June 30, 2012
 LOCATION OF ACTIVITY: Multiple OUSD Educational Sites: OUSD Complementary Learning Department
 DESCRIPTION OF ACTIVITY: US Department of Health/Human Services, Office of Adolescent Health, Teen Pregnancy Prevention Program

CERTIFICATE HOLDER

Alameda County Health Care Services Agency
Public Health Department
Family Health Services
1000 San Leandro Blvd.
San Leandro, California 94577

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 AGENT'S OR REPRESENTATIVES.

* **Except ten (10) days notice of cancellation for nonpayment of premium**

Veronica La Foucade
 Veronica La Foucade
 Risk Management Department

Exhibit E

Business Associate Provisions (HIPAA)

Regulatory References. All references to regulatory sections, parts and subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

Business Associate. "Business Associate" shall mean **Oakland Unified School District - SELPA**.

Covered Entity. "Covered Entity" shall mean the County of Alameda, Behavioral Health Care Services, a part of the County of Alameda "hybrid entity" subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations Related to the Uses and Disclosures of PHI

- (a) Business Associate acknowledges and agrees that all PHI that is created or received in any form (including paper record, oral communication, audio recording and electronic display) by Business Associate on Covered Entity's behalf or is created or received in any such form by Covered Entity or its operating units and disclosed or made available to Business Associate pursuant to this Agreement shall be subject to these additional provisions and to the provisions of the Privacy Rule as currently written or subsequently amended. In the event of a conflict between the terms of this Exhibit and the provisions of the Privacy Rule currently in effect, the provisions of the Privacy Rule shall control.
- (b) Business Associate may use or disclose PHI as follows:

- (1) Business Associate provides services for the Covered Entity that involve the use of PHI which services are described in this Agreement. Except as otherwise specified herein, Business Associate may use PHI to the limited extent necessary to perform its obligations as set forth in this Agreement. In so doing, Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees and to its subcontractors and agents in conformity with the provisions of paragraph (g) below. Uses and disclosures of PHI in connection with the performance of functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, are permitted provided that such uses or disclosures would not violate the Privacy Rule if done by Covered Entity.
 - (2) Business Associate may use and disclose PHI as permitted in Sections 164.502(j)(1) and 164.504.
- (c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
 - (d) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
 - (e) 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 Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
 - (f) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in this Agreement.
 - (g) Business Associate agrees to ensure that any employee or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this Agreement without the advanced consent of Covered Entity.
 - (h) 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 the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate further agrees that upon written request, it will make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and or disclosure of PHI to the Covered Entity within a reasonable time period for purposes of enabling the Covered Entity to determine Business Associate's compliance with the terms of this Agreement.
 - (i) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
 - (j) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such documentation and other related information to

permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Obligations upon Termination or Expiration of Agreement

- (k) Covered Entity has the right to terminate this Agreement as set forth in this Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (l) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (m) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (n) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (o) *Survival.* In addition to the provisions with respect to survival as set forth in this Agreement, the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (p) *Third Parties.* Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities except as expressly stated in the Privacy Rule.
- (q) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. 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 Agreement.
- (r) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

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.

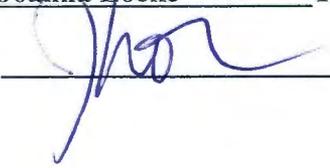
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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.

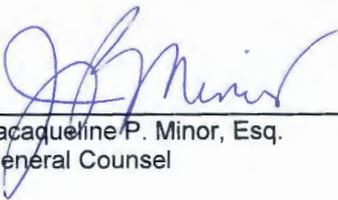
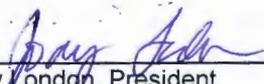
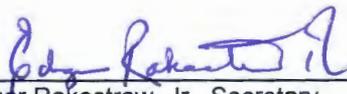
CONTRACTOR: Oakland Unified School District - SELPA

PRINCIPAL: Joanna Locke TITLE: Executive Director

SIGNATURE:  DATE: 10/8/12

On behalf of our respective institutions or organizations, we hereby execute this Master Agreement.

Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency, Public Health Department for the period of July 1, 2011 through June 30, 2012.

Oakland Unified School District	County of Alameda
<p>Approved as to Form:</p> <p> Date: <u>10/10/12</u></p> <p>Jacqueline P. Minor, Esq. General Counsel</p>	<p>_____ Date: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p> Date: _____</p> <p>Anthony Smith, Ph.D., Superintendent Oakland Unified School District</p>	<p>Approved as to Form:</p> <p>_____ Date: _____</p> <p>Print Name: _____</p> <p>Title: Alameda County Counsel</p>
<p> Date: <u>10/24/12</u></p> <p>Jody London, President Board of Education</p>	
<p> Date: <u>10/24/12</u></p> <p>Edgar Rakestraw, Jr., Secretary Board of Education</p>	
<p>LEGISLATIVE FILE File ID Number <u>12-0464</u> Introduction Date <u>3-28-12</u> Enactment Number <u>12-0944</u> Enactment Date <u>3-29-12</u></p> <p><i>ew</i></p>	