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Introduction Date	10/9/13
Enactment Number	13-2066
Enactment Date	10/9/13 ca



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education *4*

From Gary Yee, Ed.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date October 9, 2013

(To be completed by Procurement)

Subject Community Based Organization - Master Contract - Alameda County Behavioral Health Care Services - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services. Services to be primarily provided by the Family, School, and Community Partnerships Department for the period of July 1, 2012 to June 30, 2013.

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, School, 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.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services, Oakland, CA, for the latter to provide funding for the Family, School, and Community Partnerships 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, 2012 through June 30, 2013, in an amount not to exceed \$168,500.00.



Recommendation	Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Behavioral Health Care Services. Services to be primarily provided by the Family, School, and Community Partnerships Department for the period of July 1, 2012 through June 30, 2013.
Fiscal Impact	Funding resource name (please spell out): <u>9206/ Alameda County Public Health and Wellness for Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Grant</u> in the amount of <u>\$168,500.00</u> .
Attachments	<ul style="list-style-type: none">• Master Contract Exhibit A and B Coversheet• Exhibit A - Program Description and Performance Requirements• Exhibit A-1 - Community Based Organization Master Contract Additional Terms and Conditions of Program and Performance• Exhibit A-2 - Community Based Organization Master Contract Quality Assurance Addendum• Exhibit B - Detailed Budget and Composite Agency Budget Revenue Expense Summary• Exhibit B-1 - Community Based Organization Master Contract• Exhibit B-1 - Attachment A, Master Contract Rate Sheet• Exhibit B-1 - Attachment B, Cost Report Submission Timeline• Exhibit B-1 - Attachment C, Appeal Procedures• Exhibit C - Certificate of Insurance Coverage• Exhibit D - Audit Requirements• Exhibit E - Business Associates Provisions (HIPAA)• Exhibit F - Alameda County Debarment and Suspension Certificate



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

1900 Embarcadero Cove, Suite 205
Oakland, California 94606
(510) 567-8296 FAX (510) 567-8290

DATE: September 7, 2012
TO: Curtiss Sarikey, Oakland Unified School District
FROM: Mary Goldsby
SUBJECT: Budget Year 2013 Contract

Enclosed, please find your fully executed contract(s) for your records.

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



A Department of Alameda County Health Care Service Agency

**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 #: 7538 Budget Year: 2013

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350591	00000	N/A	N/A		
610341	10000	350591	40200	N/A	N/A		
610341	10000	350591	41431	N/A	N/A	168,500	168,500
610341	10000	350591	41432	N/A	N/A		
610341	10000	350850	40305	N/A	N/A		

Federal Funds Waiver #: _____

Contract Maximum: 168,500

Procurement Contract Begin Date: 07/1/2012

Expire Date: 06/30/2013

Period of Funding: From: 07/1/2012

To: 06/30/2013

Department Contact: Mary Goldsby

Telephone: (510) 383-1592 QIC Code: 28007

Contractor / Contract-Project Name: Oakland Unified School District

Contractor Address: 495 Jones Avenue BOS Dist. _____

Oakland, CA 94603 Federal 94-6000385

Remittance Address: 495 Jones Avenue Location # _____

Oakland, CA 94603

Contractor Telephone: (510) 639-4289 Fax #: _____ E-mail(Signatory): Curtiss.sarikey@ousd.k12.ca.us

Contractor Contact Person: Mr. Curtiss Sarikey E-mail(Contact): Curtiss.sarikey@ousd.k12.ca.us

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	168,500				
Exhibit #	N/A				
Amount of Encumbrance	168,500				
File Date	<u>6/5/2012 4-26-12</u>				
File / Item #	<u>28264/34</u>				
Reason	<u>Revised A & B</u>				

Funding Source Allocation:	Federal / CFDA # ()	State	County
		168,500	

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

By Mary Goldsby
Signature

Print or Type Name

Title _____

Date JUL - 5 2012

CONTRACTOR

By Curtiss Sarikey
Signature

Print or Type Name

Title Executive Director Date 6.28.2012

By _____

Signature

Print or Type Name

Title _____ Date _____

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, 2012 – June 30, 2013
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 number of school staff trained in the recognition of early indicators of mental illness and how to refer students for screening and intervention. • Increased knowledge of social, emotional and behavioral issues. • Increased knowledge of risk and protective factors.
<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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • Yearly data collection, project analysis and reporting to promote program modification and improvement.

B. Target Population

Contractor shall provide services to 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. Contractor shall notify the BHCS Program Liaison of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

IV. Contract Deliverables and Requirements

A. Process Measures

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, 2013
Contractor shall 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, 2013
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, 2013

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 the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of each 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 N/A

VII. Entirety of Agreement

Contractor shall abide by all requirements contained in the Master Contract General Terms and Conditions, all Exhibits and all Attachments that are associated with and included in this contract.

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

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.

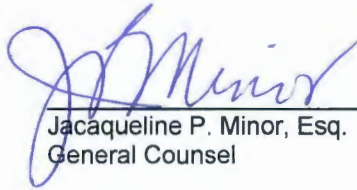
On behalf of our respective institutions or organizations, we hereby execute this Master Agreement.

Master Agreement between Oakland Unified School District and Alameda County Behavioral Health Care Services Agency for the period of July 1, 2012 through June 30, 2013.

Oakland Unified School District

County of Alameda

Approved as to Form:


Jacqueline P. Minor, Esq.
General Counsel

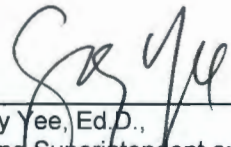
Date: 10/29/13

_____ Date: _____

Print Name: _____

Title: _____

Approved as to Form:

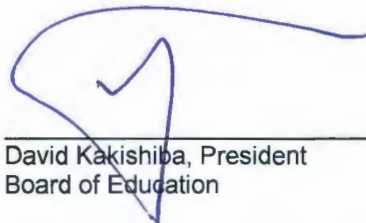

Gary Yee, Ed.D.,
Acting Superintendent and Secretary
Oakland Unified School District
Board of Education

Date: 11/4/2013

_____ Date: _____

Print Name: _____

Title: Alameda County Counsel


David Kakishiba, President
Board of Education

Date: 10/31/13

LEGISLATIVE FILE

File ID Number 13-2052

Introduction Date 10/9/2013

Enactment Number 13-2066

Enactment Date 10/9/13 od

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Additional Terms and Conditions of Program and Performance

Contracting Department: Behavioral Health Care Services (BHCS)

Contractor Name: Oakland Unified School District

Contract Period: 7/1/2012 to 6/30/2013

Master Contract Number: 900322

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

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

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

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

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

3. General Supervision. Services shall be under the general supervision of the Director of BHCS, as specified in Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

4. Housing/Living Situation and Co-Occurring Informed Practice. Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at http://www.acbhcs.org/providers/network/docs/Contractor_housing_involve_options.pdf. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available online on the BHCS website, at http://www.acbhcs.org/providers/QI/docs/CoOccurring/COC_Contract_Expectations_FY_11-12.pdf.

5. BIICS Tobacco Control, Education and Prevention Guidelines. Contractor must adhere to the *Tobacco Control, Education, and Prevention Guidelines* that became effective January 1, 2003 and are available on the BHCS website, at <http://www.acbhcs.org/providers/Documentation/Tobacco.pdf>.

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

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

8. Administrative and Program Standards: Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines. Contractor shall comply with the Alameda County Ethical Code as posted on the Alameda County General Services Agency website, at <http://www.acgov.org/auditor/sleb/documents/ethics.pdf>, and by the Ethical Code of Conduct of all professional organizations that applies to their licensure.

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

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

11. 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.

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

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

14. 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.

15. Day Treatment Guidelines. Day treatment service providers shall adhere to the day treatment guidelines as contained in the DMH Information Notice 02-06, the BHCS QA Manual and the DMH Site Certification Protocol. All services shall be individualized to client need and shall be provided based on medical necessity.

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 beneficiaries' 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				
	Direct Services √	Annualized Salary	Ongoing	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
			MHSA				
			Actual Cost				
		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	

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

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services Annualized Salary		MASTER CONTRACT					
			Ongoing	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL	
			MHSA					
			Actual Cost	BUDGET	BUDGET	BUDGET	BUDGET	
ADMIN			37,200	37,200	(37,200)			0
GROSS COST			393,823	393,823	0	0		393,823
GROSS COST INCLUDING CLIENT SUPPORTIVE EXPENDITURES			393,823	393,823	0	0		393,823
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			225,323	225,323	0	0		225,323
NET COST			168,500	168,500	0	0		168,500
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	Direct Services Annualized Salary		MASTER CONTRACT				
			Ongoing	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
			MHSA				
			Actual Cost				
			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			

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	Direct Services Annualized Salary		MASTER CONTRACT				
			Ongoing	TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
			MHSA				
			Actual Cost	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 OIP, O&E, & CS GROSS COST			0	0			
TOTAL COST (incl. Client Supportive Expenditures)			393,823	393,823			
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			225,323	225,323			
NET COST			168,500	168,500			

Preparation/Revision Date:

**COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: Oakland Unified School District		PERIOD: July 1, 2012 - JUNE 30, 2013	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
		EXPENDITURE CATEGORIES	
REVENUE CATEGORIES		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>		[Hatched Area]	
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH	168,500		
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other			
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL	168,500		
<u>II. 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	393,823	341,223	52,600

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

Contract Period: 7/1/2012 to 6/30/2013

This Agreement is made by the County of Alameda ("County") and Oakland Unified School District, ("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 \$168,500 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 as stipulated in Exhibit B-1, Attachment A, pursuant to Contractor's submitted invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.
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. **Variations 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 12/13**

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.

N/A	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 volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF COVERAGE

Date: 8/8/11

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**

EFFECTIVE DATES: July 1, 2011 to June 30, 2012

LOCATION OF ACTIVITY: Oakland Unified School District – PEC

DESCRIPTION OF ACTIVITY: Mental Health Services and Counseling

CERTIFICATE HOLDER

Alameda County Behavioral Health
Care Services
2000 Embarcadero Cove, Suite 302
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.

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

Veronica La Foucade

Veronica La Foucade
Risk Management Department

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 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, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to §__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit performed in accordance with §__.500 of OMB Circular No. A-133.
2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.
3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United States (GAGAS), which are applicable to financial audits.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations, or County policy.
3. Audit reports must contain a separate schedule that identifies all funds passed through/from 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

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 period, or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 to address the findings contained in the audit 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
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**.

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

PRINCIPAL: Curtiss Sarikey TITLE: Executive Director

SIGNATURE:  DATE: 6-28-2012