COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A AND B COVERSHEET

Dept. Name: **Behavioral Health Care Services** Vendor ID #: **00000** Board PO #:
Bus Unit: **BHSVC** Master Contract #: **901072** Procurement Contract #: **8743** Budget Year: **2014**

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	41434	N/A	N/A	42,112	42,112
610341	10000	350591	41432	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		

Justification if partial encumbrance or liquidation: N/A

Federal Funds Waiver #: Contract Maximum: **42,112**

Procurement Contract Begin Date: **07/1/2013** Expire Date: **06/30/2014**

Period of Funding: From: **07/1/2013** To: **06/30/2014**

Department Contact: **Mary Goldsby** Telephone: **(510) 383-1592** QIC Code: **28007**

Contractor / Contract-Project Name: **San Leandro Unified School District**

Contractor Address: **14735 Juniper Street**
San Leandro, CA 94579

BOS Dist. #

Federal Tax **94-6002608**

Remittance Address: **14735 Juniper Street**
San Leandro, CA 94579

Location #

Contractor Telephone: **(510) 667-3538** Fax #: E-mail (Signatory): **schinbendib@sanleandro.k12.ca.us**

Contractor Contact Person: **Ms. Song Chin-Bendib** E-mail (Contact): **schinbendib@sanleandro.k12.ca.us**

Contract Service Category: **Mental Health**

Estimated Units of Service: **See Exhibit B-3**

Maximum Single Payment & Exceptions: **N/A**

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

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	42,112				
Exhibit #	N/A				
Amount of Encumbrance	42,112				
File Date	5/07/2013				
File / Item #	28880/54				
Reason	Final Agreement				

Funding Source Allocation:	Federal / CFDA # ( )	State	County	
	0	42,112	0	

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

Signature

Aaron Chapman, M.D.

Print or Type Name

Title Interim Director, Behavioral Health Care Services

Date

CONTRACTOR

By

Signature

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	San Leandro Unified School District
Contract Period	July 1, 2013 – June 30, 2014
Type of Contract	Master
Contract Number	901072

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
- 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
Change in School Climate:
• 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.
Change in Student Mental Health Status:
• 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 students who are at high risk for serious mental health issues and school failure. The interventions shall also target the school staff and families who provide support to these students. Families are defined broadly and include non-custodial parents and guardians.

2. Referral Process to Program

Contractor shall identify students who are at high risk for serious mental health issues and school failure, and provide services described herein to the related service groups described above.

3. Program Eligibility

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

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 to build 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 develop collaborative partnerships with teachers, staff, parents, and other 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, families and students on typical and atypical development, 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 parent/guardian involvement in school conferences and parent/guardian 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, and may utilize classroom observations. Contractor shall work with all levels of the school staff on systemic issues such as curriculum, classroom set-up and classroom policies 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 attend monthly SBMH meetings and/or trainings as required by BHCS.

Contractor shall annually reinvest 100% of the LEA MAA generated or an identical amount through another funding source (such as a grant) back into the program, with the goal of increasing the school-based mental health consultation service capacity in subsequent years. Contractor shall generate LEA MAA revenue and conduct ongoing program evaluation to support the long-term growth and sustainability of the program.

2. **Consumer/Client Flow** N/A

3. **Discharge Criteria and Process** N/A

4. **Hours of Operation**

Contractor shall maintain the following minimum hours of operation:

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

5. Service Delivery Sites

Contractor shall provide services at its service locations in the San Leandro Unified School District.

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

D. Minimum Staffing Qualifications

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

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
Mental Health Consultation		
Training	25% Staff Hours	BHCS Reporting Tool
General Consultation	25% Staff Hours	BHCS Reporting Tool
Child-Specific Consultation	50% Staff Hours	BHCS Reporting Tool
Revenue Generation		
Revenue Generation through MAA or other funding streams	100% MAA Reinvestment or other funding streams	San Leandro Unified School District

B. Outcome Measures

Contractor shall achieve 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, 2014
Contractor will monitor tracking of select indicators within the school environment: • 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, 2014
Contractor shall track LEA MAA revenue generation and reinvestment back into the program	Annual Report to BHCS	June 30, 2014

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 as requested by Alameda County financial or program monitors.

Contractor shall meet regularly with BHCS, as required by 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, and applicable law and regulations, as a condition of funding.

Contractor shall complete the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following 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 unilaterally terminate or modify this contract based on analysis, review, and discussion with Contractor regarding current status of program deliverables and performance standards.

VI. Additional Requirements

A. Certification/Licensure

Contractor shall ensure that it meets all certification and licensure requirements for provision of services under this agreement, as required by applicable laws and regulations.

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.

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: **San Leandro Unified School District**

Contract Period: **7/1/2013 to 6/30/2014**

Master Contract Number: **901072**

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. BHCS 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, or other sentinel event. 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 B: TERMS AND CONDITIONS OF PAYMENT

Contracting Department	**Behavioral Health Care Services**
Contractor Name	**San Leandro Unified School District**
Contract Period	**7/1/2013 to 6/30/2014**
Contract Maximum	**$ 42,112.00**

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

1. Budget (Exhibits)

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

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

2. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

1. Budget vs. Actual Expenses and Utilization by Program
   Contractor must submit a written request with explanation for approval from BHCS Fiscal Contract Manager at any time either actual program costs or utilization vary more than five percent from approved budget costs or utilization within any single program or Reporting Unit.

2. Cost of Living Adjustment (COLA)
   COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1, of the current contract year.

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

C. Cost Settlement/Final Payment Provisions

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

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

1. Actual Cost Reimbursement Method
   Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources.

   Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable", shall be understood as a Year-End Cost 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, unless otherwise approved by BHCS.

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

   Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State and Federal or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS

within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

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

1. Contractor Non-Compliance Sanction Policy
   If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment if the identified issue is not remedied within the timeline specified in the notice of non-compliance. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Quarterly Financials; Year-End Cost Reports; Exh B-1: Program Funded Budget; audits; or other information required for contract administration, monitoring and/or renewal.

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

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

3. Invoicing Procedures

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using BHCS' provided template based on the Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month, or Contractor may be deemed out of compliance with the Contract.

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

1. Invoice/Claim Attachments

   Contractor shall submit invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.

B. Cash Advance

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

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

C. Reimbursement of Invoices After End of Contract Term

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

4. Funding and Reporting Requirements

A. Financial Reports

1. Quarterly Financial Reports

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

Report	Term	Due Date
1st Quarterly Financial Report	July 1-September 30	November 15
2nd Quarterly Financial Report	October 1-December 31	February 15
3rd Quarterly Financial Report	January 1-March 31	May 15

2. Year-End Cost Report

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

5. Additional Terms and Conditions of Payment

A. Revenue Enhancement

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

B. Contract or Program Termination

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

   a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
   b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.
   c. **Termination for Cause:** If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

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

   a. Immediately eliminate all new costs and expenses under this Contract or program.
   b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.

c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
d. Surrender all fiscal records to BHCS, if requested by BHCS.

For a Contract termination, Contractor must complete a Cost Report within 30 calendar days of receipt of Cost Report template from BHCS.

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

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √	Annualized Salary	MHSA PEI On Going Actual Cost RU# N/A BUDGET		TOTAL MASTER CONTRACT BUDGET		ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
SALARIES & WAGES			FTE		FTE				
Jamaal Kizziee (Contract)	√	14,643	1.00	14,643	1.00	14,643.00			
Chandrka Zager (Contract)	√	14,643	1.00	14,643	1.00	14,643.00			
Student Outreach Coordinator Salary		75,000	0.04	3,000	0.04	3,000.00			
COST Site Coordinators (Hourly)				8,928	0.00	8,928.00			
					0.00	0.00			
					0.00	0.00			
					0.00	0.00			
Other (Admin and Other columns only)									
S/T Salaries & Wages		104,286	2.04	41,214	2.04	41,214			
Employee Benefits						0			
TOTAL SAL, WAGES & BENEFITS			2.04	41,214	2.04	41,214	0	0	41,214
OPERATING EXPENSES									
Household Supplies						0			
Food						0			
Office Expense				898		898			
Recreational Supplies						0			
Medical, Dental, Pharmaceutical Supplies						0			
Maintenance						0			
Structure						0			
Equipment						0			
Vehicles						0			
Utilities						0			
Communications						0			
Membership Dues						0			
Transportation						0			
Travel						0			
Training						0			
Professional & Specialized Services						0			
Insurance						0			
Taxes & Licenses						0			
Interest						0			
Rents & Leases						0			
Structure						0			

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √	Annualized Salary	MHSA PEI On Going Actual Cost RU# N/A BUDGET	TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
Equipment				0			
Vehicles				0			
Depreciation				0			
Structure				0			
Equipment				0			
Vehicles				0			
Miscellaneous				0			
Computer and Printer				0			
File Cabinets				0			
USB Storage Memo Sticks				0			
US Postage				0			
Conference				0			
Measure A & MIA - Non Medi-Cal Expenses Only							
Other (Admin and Other columns only)							
TOTAL OPERATING EXPENSES			898	898	0	0	898
ADMIN				0	0		0
GROSS COST			42,112	42,112	0	0	42,112
REVENUE (SPECIFY):							
BHCS Mental Health Contract(s)				0			0
				0			0
				0			0
				0			0
				0			0
				0			0
TOTAL REVENUE			0	0	0	0	0
NET COST			42,112	42,112			

Preparation/Revision Date: 4/25/13

Rexhibit B-2

COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY

CONTRACTOR:	PERIOD:
San Leandro Unified School District	**July 1, 2013 - June 30, 2014**

SOURCES OF FUNDS		APPROPRIATION REQUIREMENTS	
		EXPENDITURE CATEGORIES	
REVENUE CATEGORIES	TOTAL	*Salaries & Benefits*	*Services & Supplies*
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH	42,112		
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other			
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL	42,112		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL			
B. STATE			
C. COUNTY (other than Alameda) / CITY			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER			
SUBTOTAL	0		
GRAND TOTAL	42,112	41,214	898

MASTER CONTRACT
RATE SHEET
FY 13-14

Contractor: San Leandro Unified School District

Reporting Unit	Service / Program Name	Reimbursement Method	Units of Service	Rate
N/A	School-Based Mental Health Consultation	Actual Cost*	N/A	Actual Cost

* Total actual cost not to exceed $42,112
Funding may not be used for any other program.

EXHIBIT B-4: COST REPORT SUBMISSION TIMELINE

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

Last revised: 07/27/12

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

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	Endorsements and Conditions:	

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:
   - 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:
   - **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)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date 10/30/2012

ADMINISTRATOR: LICENSE # 0451271

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

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

COVERED PARTY:

San Leandro Unified School District
East Bay Schools Ins Group
14735 Juniper Street
San Leandro CA 94579

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF
ENTITY B:
ENTITY C:
ENTITY D:
ENTITY E:

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ]	NCR 00107-26	7/1/2012 7/1/2013	$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	NCR 00107-26	7/1/2012 7/1/2013	$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00107-26	7/1/2012 7/1/2013	$ 25,000	$ 250,000,000 EACH OCCURRENCE
A	**STUDENT PROFESSIONAL LIABILITY**	NCR 00107-26	7/1/2012 7/1/2013	$ 50,000	$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [ ] OTHER $ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ E.L. DISEASE - EACH EMPLOYEE $ E.L. DISEASE - POLICY LIMITS
	OTHER			$ $	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to mental health consultation; revenue generation through LEA MAA claiming, prevention and early intervention service (PEI) service data collection and reporting through 6/30/2013.

CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE

Protected Insurance Program for Schools

CERTIFICATE OF COVERAGE

Issue Date: 10/30/2012

ADMINISTRATOR: LICENSE # 0451271

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Protected Insurance Program for Schools
ENTITY B:
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:

San Leandro Unified School District
Alameda County Schools Insurance Group
14735 Juniper Street
San Leandro CA 94579

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
	GENERAL LIABILITY [ ] GENERAL LIABILITY [ ] CLAIMS MADE ( ) OCCURRENCE [ ] GOVERNMENT CODES [ ] ERRORS & OMISSIONS [ ]			$	COMBINED SINGLE LIMIT EACH OCCURRENCE $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] HIRED AUTO [ ] NON-OWNED AUTO [ ] GARAGE LIABILITY [ ] AUTO PHYSICAL DAMAGE			$	COMBINED SINGLE LIMIT EACH OCCURRENCE $
	PROPERTY [ ] ALL RISK [ ] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK			$	$ EACH OCCURRENCE
	STUDENT PROFESSIONAL LIABILITY			$	$ EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [✓] OTHER $ 1,000,000 E.L. EACH ACCIDENT
A	**EXCESS WORKERS COMPENSATION** [✓] EMPLOYERS' LIABILITY	PIPS 00217-08	7/1/2012 7/1/2013	$	$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			$ $	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to mental health consultation; revenue generation through LEA MAA claiming, prevention and early intervention service (PEI) service data collection and reporting through 6/30/2013.

CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
San Leandro Unified School District East Bay Schools Ins Group	NCR 00107-26	Keenan & Associates

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

Additional Covered Party:

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

As Respects:

As respects to mental health consultation; revenue generation through LEA MAA claiming, prevention and early intervention service (PEI) service data collection and reporting through 6/30/2013.

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

This coverage shall be primary to the certificate holders coverage as respects the actions and activities of the Covered Party due to their sole negligence.

Authorized Representative

Issue Date: 10/30/2012

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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be sub recipients 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 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 State (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 identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, shall be sent to the County supervising department within six months after the end of the audit year, 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 herein.

EXHIBIT E: BUSINESS ASSOCIATES PROVISIONS RELATING TO HIPAA

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Title 45 Code of Federal Regulations (CFR) 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 the HIPAA Privacy Rule unless otherwise specified.

(a) *Business Associate.* "Business Associate" shall mean the Contractor.

(b) *Covered Entity.* "Covered Entity" shall mean any part of the County of Alameda Health Care Services Agency, a 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").

(c) *Individual.* "Individual" shall have the same meaning as the term ''individual'' in 45 CFR section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(d) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) *Protected Health Information.* "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) *Required By Law.* "Required by law" shall have the same meaning as the term ''required by law'' in 45 CFR section 164.501.

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

Obligations and Activities of Business Associate

(a) Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

(b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information 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.

(e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.

(f) Business Associate agrees to ensure that any 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.

(g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information 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.

(h) To the extent Business Associate is required to make Protected Health Information 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.

(i) Business Associate agrees to document such disclosures of Protected Health Information 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.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, 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.

Permitted Uses and Disclosures by Business Associate

(k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(l) Business Associate may use and disclose Protected Health Information as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

(m) Covered Entity has the right to terminate this Agreement as set forth in the General Terms and Conditions of 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.

(n) 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

(o) *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.

(p) *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.

(q) *Survival.* In addition to the provisions with respect to survival as set forth in the General Terms and Conditions of this Agreement, the following shall apply. The respective rights and obligations of Business Associate with respect to Protected Health Information 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.

(r) *Third Parties.* Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(s) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information 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.

(t) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: San Leandro Unified School District

By: _____
Printed Name

_____
Title

_____
Signature

Address: **14735 Juniper Street**

San Leandro, CA 94579

Tax Payer I.D. #: 94-6002608

EXHIBIT F: ALAMEDA COUNTY DEBARMENT AND SUSPENSION CERTIFICATE

(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: San Leandro Unified School District

PRINCIPAL: Song Chin-Bendib **TITLE:** Assistant Superintendent

SIGNATURE: _____ **DATE:** _____