



AGENCY ADMIN. & FINANCE
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
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Agenda _____ July 26, 2011

June 1, 2011

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: BEHAVIORAL HEALTH CARE SERVICES (BHCS) MENTAL HEALTH -FY 2011-12 NEW MASTER CONTRACTS

RECOMMENDATIONS:

1. Approve a new master contract in the amount of \$266,947 for Children's Learning Center, a non-profit organization, (Principal: Guy Pasara, Executive Director; Location: Alameda, CA; Master Contract # 900891, Procurement # 6409) increasing their FY 2011-12 contract amount from \$0 to \$266,947 for the period July 1, 2011 through June 30, 2012;
2. Approve a new master contract in the amount of \$3,613,468 for Hiawatha Harris, MD, Inc., dba Pathways to Wellness Medication Clinic, a for-profit corporation, (Principal: Neisha Becton, Executive Director; Location: Pleasanton, CA; Master Contract # 900892, Procurement # 6427) increasing their FY 2011-12 contract amount from \$0 to \$3,613,468 for the period July 1, 2011 through June 30, 2012;
3. Approve a new master contract in the amount of \$1,068,206 for Jewish Family and Children's Services, a non-profit organization, (Principal: Avi Rose, Executive Director; Location: Berkeley, CA; Master Contract # 900893, Procurement # 6429) increasing their FY 2011-12 contract amount from \$0 to \$1,068,206 for the period July 1, 2011 through June 30, 2012;
4. Approve a new master contract in the amount of \$240,671 for Opportunity Plus, a non-profit organization, (Principal: Sheila Sykes-Nero, Executive Director; Location: Berkeley, CA; Master Contract # 900894, Procurement # 6446) increasing their FY 2011-12 contract amount from \$0 to \$240,671 for the period July 1, 2011 through June 30, 2012;
5. Approve a new master contract in the amount of \$206,502 for R House, a non-profit organization, (Principal: Mimi Donohue, Executive Director; Location: Santa Rosa, CA; Master Contract # 900895, Procurement # 6451) increasing their FY 2011-12 contract amount from \$0 to \$240,671 for the period July 1, 2011 through June 30, 2012;
6. Approve a new master contract in the amount of \$274,887 for R and R Educational Homes, a non-profit organization, (Principal: Jason Newell, Executive Director; Location: El Cerrito, CA; Master Contract # 900896, Procurement # 6452) increasing their FY 2011-12 contract amount from \$0 to \$274,887 for the period July 1, 2011 through June 30, 2012;

7. Approve a new master contract in the amount of \$301,644 for Victor Community Support Services, a non-profit organization, (Principal: Fredi-Ruth Levitt, Executive Director; Location: Stockton, CA; Master Contract # 900897, Procurement # 6467) increasing their FY 2011-12 contract amount from \$0 to \$301,644 for the period July 1, 2011 through June 30, 2012; and
8. Authorize the BHCS Director or her designee to sign and execute contract exhibits on the Board's behalf and submit originals to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

BHCS requests the Board's approval of new master contracts with seven community-based organizations. BHCS is requesting this change for two reasons. First, reducing the number of services-as-needed contracts will create administrative efficiencies for BHCS, the Auditor's office and the Clerk of the Board. Second, in prior years, BHCS has used a master contract allocation as the umbrella allocation for these services-as-need contracts to provide the County with flexibility for expanding services according to need. With the uncertainty of the State budget, that is no longer an option. Management of these contracts under the master contracting process is a more appropriate choice.


SELECTION CRITERIA AND PROCESS:

Jewish Family and Children's Services, Opportunity Plus, R House and R&R Educational Homes were selected through a Request for Information process conducted by BHCS and approved by your Board on November 4, 2003 (Item #6, File #18441). The Services As Needed contract with Victor Community Support Services was approved by your Board on September 16, 2008 (Item #24, File # 23740). At the time of the writing of this board letter, documentation of the original selection for Children's Learning Center and Hiawatha Harris, MD, Inc., dba Pathways to Wellness Medication Clinic (Pathways) could not be found. With one exception, the CBOs listed on the attachment are non-profit organizations that are exempt from SLEB requirements. The exception is Pathways which is a for-profit entity. Pathways is a Certified SLEB Vendor (#09-00188).

FINANCING:

Funding for these contracts is included in the BHCS budget. There is no increase in net County costs.

Respectfully submitted,



Alex Briscoe, Director
Health Care Services Agency

AB:FB/pjs

CC: County Administrator
County Counsel
Auditor Controller

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **Children's Learning Center**, a **Private Non Profit Corporation**, doing business at **1910 Central Avenue, Alameda, CA 94501**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment – Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance – Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Children's Learning Center
1910 Central Avenue
Alameda, CA 94501**

COUNTY: **Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

Children's Learning Center
Contractor

1910 Central Avenue
Street Address

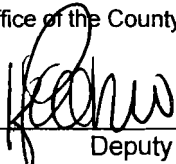
Alameda, CA 94501
City, State, Zip Code

Date

Approved as to form:

23-7112922
Federal ID No.

Office of the County Counsel, Alameda County

By  _____
Deputy County Counsel

By  _____
Authorized Signature of Contractor

DIRECTOR OF OPERATIONS
Title

7/7/11
Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Children's Learning Center
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900891

I. Program Name

- Middle/High School Early Periodic Screening, Diagnosis and Treatment (EPSDT) Program (RU#81503)
- Middle/High School Educationally Related Mental Health Services (ERMHS) Program (RU#81503)
- Elementary School EPSDT Program (RU#01FQ1)
- Elementary School ERMHS Program (RU#01FQ1)

II. Contracted Services

Outpatient Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to improve the socio-emotional functioning of the students served by these programs ("clients") so that they can:

- Be successful in a less restrictive educational environment;
- Have more satisfying relationships with family members and peers;
- Receive full benefit from their special education services; and
- Continue to enhance the quality of their lives.

Measures of success shall include observation by classroom and therapeutic staff of steady, satisfactory progress through the classroom level system within the school setting; self-reports of the student and/or family of appropriate positive interactions with family and peers; measurable progress toward Individualized Education Plan (IEP) goals and objectives; and a measurable reduction of interventions attributable to previously unmanageable situations or circumstances.

B. Target Population

Contractor shall serve the following populations.

1. Priority Groups

Programs shall serve students with Asperger's Syndrome, emotional disturbances, learning disabilities, mild developmental delays, and/or mild to moderate autism. The Elementary School Programs shall serve children ages five to 12 years and the Middle/High School Programs shall serve students ages 11 to 20 years.

2. Program Eligibility

Contractor shall only serve clients who meet the following eligibility requirements.

EPSDT Programs

Contractor shall serve clients referred through the Individualized Education Plans (IEP) process who:

- Have a covered mental health diagnosis;
- Meet medical necessity criteria;
- Currently have no other mental health provider;
- Are eligible for full-scope Alameda County Medi-Cal; and
- Are aged five to 12 years for the Elementary School Program or aged 11 to 20 years for the Middle/High School Program.

ERMHS Programs

Contractor shall serve clients referred through BHCS.

3. Limitations of Service N/A

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Contractor's therapists shall develop individual therapy goals with each student in collaboration with family members and teachers. Contractor shall deliver therapy on-site at Contractor's offices, though some family visits may be conducted at other locations. Contractor's therapists shall observe and support students in the classroom and shall be available for extra sessions if a student illustrates that need. In addition, Contractor's therapists shall attend Contractor's clinical meetings and work closely with classroom teachers to facilitate student success.

Contractor shall employ the following modalities of treatment: cognitive behavioral therapy; play therapy; art therapy; and mindfulness training. Contractor shall employ best practices that include working with students to: set reasonable goals; measure progress towards goals; collaborate with significant others; and initiate and maintain behavioral change. Contractor shall also work closely with the student, families, and other support providers such as

psychiatrists, who often attend appointments to help assess benefits from psychopharmacological interventions.

2. Referral Process to Program

EPSDT

Clients may be referred from local school districts or from parents/guardians who are seeking services for their child who is enrolled in a local school district.

ERMHS

Contractor shall only serve clients referred through BHCS.

3. Consumer/Client Flow

Contractor shall provide services as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Contractor shall consider discharge for clients that have progressed to the highest levels in the classroom and Program. Attaining these levels indicates that a student has the behaviors, skills, and emotional stability to function successfully in a public school classroom as well as within the community. At the highest level, the use of external controls is diminished, and the student is expected to engage in appropriate school, social and interpersonal behaviors with an amount of supervision and support that more closely resembles that of public school. In addition, scores in the non-clinical range on standardized measures of psychological functioning; parent, teacher, and self-reports of positive relationships; and the absence of externalizing or internalizing psychological symptoms on the basis of observational data are some of the criteria that contribute to the decision to discharge a student.

Contractor's staff shall continue to meet with the student and the family during the student's initial transition from the Program to address the termination process and accessing of other community and public school resources, and to assist the family with adjustment during the transition. The student and the family shall be

followed by Contractor after complete transition for six months with monthly visits or phone calls, depending on the family's need.

Contractor shall consider the appropriateness of discharge if the student is not benefiting from the service or is not fully utilizing the service (e.g., excessive absenteeism).

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Facility/therapy hours are generally 9:00 a.m. to 2:30 p.m., Monday through Friday, excluding holidays. Office hours are 8:00 a.m. to 4:00 p.m.

Contractor may observe a two week winter recess, one week spring recess, and one week recess between the end of the regular session and the beginning of the extended year session of the schools served by these programs. If the school is closed the month of August, Contractor shall continue to provide therapeutic and/or crisis services, as needed, for students during August even if participation is dramatically lower.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

- Middle/ High School Site: 1910 Central Avenue, Alameda Ca
- Elementary School Site: 2152 Central Avenue, Alameda, Ca

Family and community services shall also be provided in the client's home or community by appointment.

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables, as follows.

In FY 11/12, contractor shall work with BHCS to develop a more detailed description of client flow through these programs in either a tabular or graphical format.

Middle/High School EPSDT Program (RU#81503)

Contractor shall provide a total of 360 hours of Outpatient Services to eight unduplicated clients during the contract year, which includes the regular and summer school sessions. Contractor shall provide the following services for each client on an annual basis: one hour of assessment and evaluation, one hour of plan development, seven to eight hours of collateral services, seven to eight hours of family therapy, 21 hours of individual therapy, two to three hours of rehabilitation, and two to three hours of case management. Contractor shall provide crisis intervention services as needed. Services shall be provided as identified on the following chart:

Middle/High School EPSDT Program Summary Chart

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
* Assessment/Evaluation	8	8
* Plan Development	9	8
* Collateral	63	8
* Family Therapy	63	8
* Individual Therapy	169	8
* Rehabilitation Therapy	21	8
Subtotal	333	8
Case Management/Brokerage	21	8
Crisis Intervention	6	2
Total	360	8

Middle/High School ERMHS Program (RU#81503)

Contractor shall provide 1,350 hours of Outpatient Services to 30 unduplicated clients during the contract year, which includes the regular and summer school sessions. Contractor shall provide the following services for each client on an annual basis: one hour of assessment and evaluation, one hour of plan development, seven to eight hours of collateral services, seven to eight hours of family therapy, 21 hours of individual therapy, two to three hours of rehabilitation, and two to three hours of case management. Contractor shall provide crisis intervention services as needed. Services shall be provided as identified on the following chart:

Middle/High School ERMHS Program Summary Chart

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
* Assessment/Evaluation	31	30
* Plan Development	31	30
* Collateral	237	30
* Family Therapy	237	30
* Individual Therapy	632	30
* Rehabilitation Therapy	<u>79</u>	<u>30</u>
Subtotal	1,247	30
Case Management/Brokerage	79	30
Crisis Intervention	24	8
Total	1,350	30

Elementary School EPSDT Program (RU#01FQ1)

Contractor shall provide a total of 308 hours of Outpatient Services. Contractor shall provide services for four unduplicated clients during the contract year, which includes the regular and summer school sessions. Contractor shall provide the following services for each client on an annual basis: two to three hours of assessment and evaluation, two to three hours of plan development, 13 to 14 hours of collateral services, 13 to 14 hours of family therapy, 36-37 hours of individual therapy, four to five hours of rehabilitation, and four to five hours of case management. Contractor shall provide crisis intervention services as needed. Services shall be provided as identified on the following chart:

Elementary School EPSDT Program Summary Chart

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
* Assessment /Evaluation	7	4
* Plan Development	7	4
* Collateral	55	4
* Family Therapy	55	4
* Individual Therapy	147	4
* Rehabilitation	<u>18</u>	<u>4</u>
Subtotal	289	4
Case Management/Brokerage	17	4
Crisis Intervention	2	1
Total	308	4

Elementary School ERMHS Program (RU#01FQ1)

Contractor shall provide an approximate total of 617 hours of Outpatient Services to eight unduplicated students during the contract year which includes the regular and summer school sessions. Contractor shall provide the following services for each client on an annual basis: one to two hours of assessment and evaluation, one to two hours of plan development, 13 to 14 hours of collateral services, 13 to 14 hours of family therapy,

36 to 37 hours of individual therapy, four to five hours of rehabilitation, and four to five hours of case management. Contractor shall provide crisis intervention services as needed. Services shall be provided as identified on the following chart:

Elementary School ERMHS Program Summary Chart

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
* Assessment/Evaluation	14	8
* Plan Development	15	8
* Collateral	110	8
* Family Therapy	110	8
* Individual Therapy	294	8
* Rehabilitation Therapy	<u>37</u>	<u>8</u>
Subtotal	580	8
Case Management/Brokerage	33	8
Crisis Intervention	4	2
Total	617	8

B. Outcome Measures

N/A in FY 11/12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding. Contractor staff shall be responsive to all BHCS requirements as to quarterly narratives, Utilization Review Committee reports, and other special reports required by program monitors

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

- Co-Occurring Informed Practice
- Housing/Living Situation
- Other Information as Requested by BHCS

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current Medi-Cal Site Certification (#01225110).

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM
QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI *activities it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: Children's Learning Center

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

Master Contract Number: 900891

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

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

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

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

4. Utilization Control. Where direct services are provided, facilities must implement and follow the appropriate mode of service utilization control plan established by the County for compliance with State Department of Mental Health requirements. Any disallowances or penalties resulting from audits of Contractor records will be the sole responsibility of the Contractor.
5. Affirmative Action. Contractor's nondiscriminatory policies shall be in writing, available to the appropriate persons, and practiced in the admission of patients, assignment of accommodations, employment of personnel, and in any other respect so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, or physical handicap.
6. Medi-Cal Administrative Activities (MAA). Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California.
7. BHCS Tobacco Control, Education and Prevention Guidelines. All organizations contracting with BHCS must be working toward the implementation of the *Tobacco Control, Education, and Prevention Guidelines that became effective January 1, 2003*.
8. Day Treatment Psychiatric Staffing. Psychiatric evaluations, medication support and monitoring as deemed necessary are to be provided by staff psychiatrists.
9. CalWORKs Invoices. All CalWORKs invoices must be submitted to Behavioral Health Care Services no later than July 15th of each year.
10. Day Treatment Guidelines. Day treatment service providers will be expected to adhere to the new day treatment guidelines as outlined in the DMH Information Notice 02-06 and implemented by Behavioral Health Care Services effective July 1, 2003. All services need to be individualized to the client's need and therefore shall be provided accordingly based on medical necessity.

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI *activities it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities.* The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √ Annualized Salary		MASTER CONTRACT				TOTAL SAN CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Outpatient		Outpatient					
			Outpatient Services		Outpatient Services 2152					
			Provisional		Provisional					
		RU #81503/1910 Central	RU # 01FQ1/2152 Central							
		BUDGET	BUDGET			BUDGET	BUDGET	BUDGET	BUDGET	
SALARIES & WAGES			FTE	FTE	FTE	FTE	FTE	FTE	FTE	
					0.00	0				
					0.00	0				
					0.00	0				
					0.00	0				
Clinical Psychologist	√	112,000	0.06	6,720	0.03	3,360	0.10	10,080		
Mental Health Therapists		57,360	2.27	130,207	0.96	55,066	3.23	185,273		
Clerical Support		42,578	0.11	4,684	0.07	2,980	0.18	7,664		
Administrative Management		70,000	0.00	0	0.00	0	0.00	0		
					0.00	0				
					0.00	0				
Payroll Taxes				11,914		5,927	0.00	17,841		
Other (Adm. & Other Column only)									2,238,437	
S/T Salaries & Wages			2.44	153,323	1.06	67,333	3.31	220,858		
Employee Benefits				10,560		4,377		14,937		
TOTAL SAL, WAGES & BENEFITS			2.44	164,085	1.06	71,710	3.31	235,795	2,474,232	
OPERATING EXPENSES										
Household Supplies									0	
Food									0	
Office Expense				2,000		1,000		3,000		
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				700		250		950		
Training				1,200		800		2,000		
Professional & Specialized Services				4,480		2,520		7,000		
Insurance				4,200		2,300		5,500		
Taxes & Licenses				550		300		850		
Interest									0	
Rents & Leases									0	
Structure				7,000		3,000		10,000		
Equipment									0	
Vehicles									0	
Depreciation									0	
Structure									0	
Equipment									0	
Vehicles									0	
Miscellaneous									0	
									0	
									0	
									0	
									0	
									0	
Other(Adm. and Other column only)									649,550	
TOTAL OPERATING EXPENSES				20,130		10,170		30,300	679,850	
ADMIN							0	0	0	
GROSS COST				184,215		81,880		266,095	3,154,082	

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				TOTAL SAN CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
	Direct Services √	Annualized Salary	Outpatient	Outpatient						
			Outpatient Services	Outpatient Services 2152						
			Provisional	Provisional						
		RU #81503/1910 Cental BUDGET	RU # 01FQ1/2152 Cental BUDGET							
REVENUE (SPECIFY):										
						0				0
						0				0
						0				0
Academic and Behavioral Programs of NPS						0		2,912,402		2,912,402
Donations and Interest						0		7,440		7,440
						0				0
						0				0
						0				0
						0				0
TOTAL REVENUE			0	0		0		2,919,842		2,919,842
NET COST			164,215	81,880		266,095		0	(31,855)	234,240

RESIDENTIAL / DAY / OUTREACH
COST PER MINUTE

OUTPATIENT

Case Management		SMA	2.02			
TOTAL HOURS		100		50		150
COST PER HOUR		83.77		89.14		
COST PER MINUTE		1.40		1.15		
GROSS COST		8,377		3,457		
Mental Health Services		SMA	2.61			
TOTAL HOURS		1,590		869		2,449
COST PER HOUR		108.23		89.33		
COST PER MINUTE		1.80		1.49		
GROSS COST		171,011		77,628		
Medication Support		SMA	4.82			
TOTAL HOURS		0		0		0
COST PER HOUR		0.00		0.00		
COST PER MINUTE		0.00		0.00		
GROSS COST		0		0		
Crisis Intervention		SMA	3.88			
TOTAL HOURS		30		6		36
COST PER HOUR		160.90		132.79		
COST PER MINUTE		2.68		2.21		
GROSS COST		4,827		797		
TOTAL OUTPATIENT HOURS		1,710		925		2,635

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT		TOTAL SAN CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
	Direct Services √	Annualized Salary	Outpatient	Outpatient				
			Outpatient Services	Outpatient Services 2152				
			Provisional	Provisional				
		RU #81503/1910 Central BUDGET	RU # 01FQ1/2152 Central BUDGET					

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH
 COST PER MINUTE

OUTPATIENT
 Case Management

TOTAL HOURS		100	50	150
COST PER HOUR		83.77	69.14	
COST PER MINUTE		1.40	1.15	
GROSS COST		8,377	3,457	

Mental Health Services

TOTAL HOURS		1,590	869	2,449
COST PER HOUR		108.23	89.33	
COST PER MINUTE		1.80	1.49	
GROSS COST		171,011	77,626	

Medication Support

TOTAL HOURS		0	0	0
COST PER HOUR		0.00	0.00	
COST PER MINUTE		0.00	0.00	
GROSS COST		0	0	

Crisis Intervention

TOTAL HOURS		30	6	36
COST PER HOUR		160.90	132.79	
COST PER MINUTE		2.68	2.21	
GROSS COST		4,827	797	

TOTAL OUTPATIENT HOURS		1,710	925	2,635
TOTAL O/P GROSS COST		184,215	81,880	266,095
TOTAL COST		184,215	81,880	266,095

REVENUE (SPECIFY):

				0
				0
				0
				0
				0
				0
				0
TOTAL REVENUE		0	0	0

NET COST		184,215	81,880	266,095
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Preparation/Revision Date:

COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR: CHILDREN'S LEARNING CENTER		PERIOD: JULY 1, 2011 - JUNE 30, 2012	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<u>I. COUNTY ALLOCATED FUNDS</u>			
A. ALCOHOL & DRUGS			
B. MENTAL HEALTH	266,095		
C. ALAMEDA COUNTY - OTHER (specify dept)			
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other			
SUBTOTAL	266,095		
<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	7,440		
Education Contracts with LEAs	2,912,402		
SUBTOTAL	2,919,842		
GRAND TOTAL	3,185,937	2,474,232	679,850

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: **Behavioral Health Care Services**

Contractor Name: **Children's Learning Center**

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

This Agreement is made by the County of Alameda ("County") and **Children's Learning Center**, ("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 **\$ 266,095** for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.

3. **Final Contract Settlement**. Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.

4. **Audits and Disallowances**. Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. **Variances 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. General Provisions

- 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.

**S.A.N. CONTRACT
Rate Sheet
FY 11-12**

**Contractor: Institute of Human Behavior, Research and Education,
dba: Children's Learning Center**

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
*** 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.				
81503	Outpatient-1910	Provisional Rate		
	Case Management		100	83.77 per hour
	Mental Health Services		1,580	108.23 per hour
	Crisis		30	160.9 per hour
01FQ1 (7/1/10)	Outpatient-2152	Provisional Rate		
	Case Management		50	69.14 per hour
	Mental Health Services		869	89.33 per hour
	Crisis		6	132.79 per hour

**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 Endorsements and Conditions: <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 - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2011

PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	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.												
INSURED Institute of Human Behavior Research & Education dba Children's Learning Ctr 1910 Central Avenue Alameda, CA 94501	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">INSURERS AFFORDING COVERAGE</td> <td style="width:30%;">NAIC #</td> </tr> <tr> <td>INSURER A: Nonprofits' Insurance Alliance</td> <td>XXNAIC</td> </tr> <tr> <td>INSURER B: Employers Compensation Insuranc</td> <td>11512</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Insurance Alliance	XXNAIC	INSURER B: Employers Compensation Insuranc	11512	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Nonprofits' Insurance Alliance	XXNAIC												
INSURER B: Employers Compensation Insuranc	11512												
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201109579NPO	07/01/2011	07/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201109579NPO	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	201109579UMB	07/01/2011	07/01/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below OTHER	EIG103866704	06/30/2011	06/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate is subject to policy limits, conditions and exclusions
 RE: EPSDT/AB3632. General Liability policy includes Professional Liability with limits of \$1,000,000/\$3,000,000 aggregate. County of Alameda, its Board of Supervisors, the individual members thereof, and all County offices, agents, employees and representatives are additional insureds per attached form NIAC-E25 (1/98) for general liability and NIAC-AI (3/91) for automobile.

CERTIFICATE HOLDER Alameda County Behavioral Health Care Attn: Wilbur Kelly 2000 Embarcadero Cove #302 Oakland, CA 94606	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John S. Hill</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**Nonprofits' Insurance
Alliance of California**
A HEAD FOR INSURANCE . . . A HEAD FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for food contributions or client referrals you receive from them.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



**Nonprofits' Insurance
Alliance of California**
A HEAD FOR INSURANCE. A HEART FOR NON-PROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to § ____. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____.500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____.235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **Children's Learning Center**.

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: Children's Learning Center

PRINCIPAL: Tina Borrell

TITLE: Directors of Operations

SIGNATURE: 

DATE: 7/7/11

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "County," and **Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation**, a **Private For Profit Corporation**, doing business at **5674 Stoneridge Drive, Suite 116, Pleasanton, CA 94588**, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance – Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation**
5674 Stoneridge Drive, Suite 116
Pleasanton, CA 94588

COUNTY: **Behavioral Health Care Services**
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation

Contractor

5674 Stoneridge Drive, Suite 116

Street Address

Date

Pleasanton, CA 94588

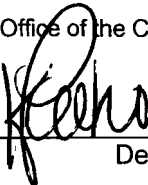
City, State, Zip Code

Approved as to form:

95-3216505

Federal ID No.

Office of the County Counsel, Alameda County

By  _____
Deputy County Counsel

By  _____
Authorized Signature of Contractor

CHIEF EXECUTIVE OFFICER

Title

7/11/11

Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Hiawatha Harris, M.D., Inc. (dba) Pathways to Wellness
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900892

I. Program Name

Pathways to Wellness Medication Clinics

II. Contracted Services

Outpatient Services: Mental Health Services, Medication Support, and Crisis Intervention

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Provide Patients with significant relief from the symptoms of mental illness to facilitate a Patient's ability to return to or to remain in the community and avoid treatment at higher levels of care unless lower, less restrictive treatment opportunities have been fully explored.
- Significantly reduce the impact that mental health issues have on the ability of children and adolescents to successfully accomplish age appropriate tasks.
- Reduce the impact that mental health issues have on the ability of adults to maintain important personal, familial, and community stabilizing behaviors.

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Children, adolescents, and adults who require outpatient services to manage their mental health issues ("Patients").

2. Program Eligibility

Contractor shall only serve Patients that meet the following eligibility requirements.

Children (five to nine years), adolescents (ten to seventeen years) and, adults (18 years and over) who are:

- Alameda County residents;

- Medi-Cal beneficiaries or other eligible insurance beneficiaries as determined by County; and
- Have been referred by Alameda County Acute Crisis Care and Evaluation for System-Wide Services (ACCESS).

3. Limitations of Service

Contractor shall not serve Patients who have a severe mental illness requiring a higher level of care such as emergency psychiatric services or inpatient hospitalization.

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Contractor shall provide outpatient services. Contractor shall manage the assessment, medication regimen, prescription services, therapy, and case management needs of children, adolescents and adults with mental illness.

Contractor shall follow Patients using a medication management model, which includes assessment, medication regimen, and prescription services, and shall track Patient attendance and progress at monthly medication management visits. Significant others, which include but are not limited to family members, social services providers, dependency court officers, primary care physicians, and other service agencies, shall be apprised of the Patient's progress as allowed by law.

Contractor shall provide progress and adjustment reports as needed and as requested by County. Contractor shall make available assessments and progress notes for use in determining a Patient's progress.

Therapy services shall be provided by the Contractor's clinician who shall coordinate Patient's care with external community support systems, for example teachers, pediatricians, primary care physicians, advisors, family members, and others.

For both children and adult services, Contractor shall complete initial assessments which identify adjunct services needed to address the issues as related to overall medication management and continuity of care. Referrals to outside services shall be made in coordination with the external primary care provider or case manager in order to maintain continuity of care

2. Referral Process to Program

Patients shall be referred to Contractor through ACCESS.

3. Consumer/Patient Flow

Contractor shall perform services as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

* *Plan Development shall be strength-based; conducted in partnership with the Patient and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Discharge shall occur in three instances: 1) when a Patient fails to maintain the medication regimen set forth by Contractor's Psychiatrist and Mental Health Team, 2) it is determined by Contractor that medication is not an appropriate treatment for the symptom or diagnosis, or 3) when Contractor determines that the Patient has reached a point of stability and the need for medication management has ceased. The latter shall be determined by the accomplishment of goals set forth in a written treatment plan or by a reduction in visits by the Patient to the Psychiatrist and a demonstration of successful management of medication as prescribed.

Discharge Criteria shall be followed as set forth in Pathways to Wellness Medication Clinics policy: "No Show, Follow-up, and Notification/Discharge Policy for County Patients," revised and dated February 20, 2005.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Oakland Clinic and Union City Clinic: Monday-Friday, 9:00am to 5:00pm.
Pleasanton Clinic: Monday-Friday, 9:00am to 5:00pm.
Antioch Clinic: Monday and Wednesday (hours based on Patient need and availability).

Contractor shall adjust clinic hours, based upon Patient and community needs, during the course of the year, including the addition of evening hours, Saturday and Sunday clinics, and appointments by request. Contractor shall notify Patients 30 days in advance of adjusted clinic hours

6. Service Delivery Sites

Contractor shall provide services at the following locations:

Antioch – 509 West 10th Street, Antioch, CA 94509

Union City – 2610 Central Avenue, Suite #1, Union City, CA 94587

Oakland – 1700 Broadway, Suites #500 and #900, Oakland, CA 94612

Pleasanton – 5674 Stoneridge Blvd., Suite 108, Pleasanton, CA 94588

D. Minimum Staffing Qualifications

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

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall deliver a minimum of 11,612 adult and 5,741 child and adolescent units of service, including 162 Case Management Service units, 10,103 Mental Health Service units, 6,923 Medication Support Service units, and 165 Crisis Intervention Service units. Contractor shall provide services to at least 3,125 non duplicated children, adolescents and adults with mental illness during the contract period.

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of Patient flow through this program in either a tabular or graphical format.

B. Outcome Measures

N/A in FY 11/12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input Patient data into the INSYST system, and submit any special reports requested by financial or program monitors.

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

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall also contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

Medi-Cal Certification, #C22371

Fictitious Name Permit (Medical Board of California, Consumer Affairs Division) FNP 28021

Business Tax Certificate, City of Oakland No. 2586045

Business Tax Certificate, City of Union City No. 2216

Business Tax Certificate, City of Pleasanton No. 041035

Business Tax Certificate, City of Antioch No. 3005129

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning Patients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish

the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI *activities it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: Hiawatha Harris, M.D., Inc. dba Pathways to Wellness
Medication Clinics, A Medical Corporation

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

Master Contract Number: 900892

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

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

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

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

provided through Alameda County Behavioral Health Services in such degree as to assure effective supervision.

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month
 - Urgent/emergent conditions do not need pre-authorization to go beyond the maximum 2 times per month. Unusual situations requiring on-going visits in excess of 2 times per month should be pre-authorized.
- Crisis Services
 - Crisis Services will only be covered if they meet the Medi-Cal guidelines for crisis billing. These services must be provided by either a licensed or license eligible staff (LPHA), or a Mental Health Rehabilitation Specialist (MHRS). These services should be for those non planned situations that demand the expertise of a LPHA, or MHRS beyond that which can be provided by the milieu staff. The provision of crisis services shall not be used in lieu of bringing in additional childcare staff to manage the milieu.

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

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

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

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service √	Annualize Salary	MASTER CONTRACT											TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient				
			Level III-Adult/Oakland	Level III-Adult/Union City	Level III-Child/Oakland	Level III-Child/Union City	Level III-Adult/Pleasanton	Level III-Child/Pleasanton	Level III-Child/Antioch	Provisional	Provisional	Provisional	Provisional				
			RU# 768001	RU# 768003	RU# 768002	RU# 768004	RU# 768005	RU# 768006	RU# Pending	BUDGET	BUDGET	BUDGET	BUDGET				

SALARIES & WAGES	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	
Associate Medical Director	√	72,000	0.11	8,100	0.07	5,220	0.02	1,440	0.04	2,880	0.00	180	0.00	180	0.00	0.24	18,000		
Billing Clerk		37,800	1.79	67,550	1.15	43,532	0.32	12,009	0.64	24,018	0.04	1,501	0.04	1,501	0.00	3.98	150,111		
Bookkeeper		42,848	0.45	19,282	0.29	12,426	0.08	3,428	0.16	6,856	0.01	428	0.01	428	0.00	1.00	42,848		
Chief Executive Officer		128,428	0.35	45,261	0.23	29,168	0.06	8,046	0.13	16,093	0.01	1,006	0.01	1,006	0.00	0.79	100,580		
Clinician	√	54,880	0.45	24,696	0.29	15,915	0.08	4,390	0.16	8,781	0.01	549	0.01	549	0.00	1.00	54,880		
Human Resources Manager		67,594	0.36	24,334	0.23	15,682	0.06	4,326	0.13	8,652	0.01	541	0.01	541	0.00	0.80	54,076		
Intake Coordinator		37,908	0.45	17,057	0.29	10,992	0.08	3,032	0.16	6,065	0.01	379	0.01	379	0.00	1.00	37,904		
Medical Director		125,000	0.22	27,000	0.14	17,400	0.04	4,800	0.08	9,600	0.00	600	0.00	600	0.00	0.48	60,000		
Mental Health Specialist	√	40,556	1.80	73,001	1.16	47,045	0.32	12,978	0.64	25,956	0.04	1,622	0.04	1,622	0.40	16,150	4.40	178,374	
Operations Director		90,000	0.45	40,500	0.29	26,100	0.08	7,200	0.16	14,400	0.01	900	0.01	900	0.00	1.00	90,000		
Program Assistant/Medical Receptionist		32,445	1.80	58,401	1.16	37,636	0.32	10,382	0.64	20,765	0.04	1,298	0.04	1,298	0.00	4.00	129,780		
Program Manager/Administrator		57,750	0.90	51,975	0.58	33,495	0.16	9,240	0.32	18,480	0.02	1,155	0.02	1,155	0.00	2.00	115,500		
Courier		19,282	0.45	8,677	0.29	5,592	0.08	1,543	0.16	3,085	0.01	193	0.01	192	0.00	1.00	19,282		
Psychiatrist	√	184,838	2.44	451,018	1.57	290,658	1.04	192,754	2.09	385,508	0.05	10,023	0.14	24,674	0.29	54,266	7.62	1,408,901	
Utilization Review Manager		43,801	0.54	23,619	0.35	15,221	0.10	4,199	0.19	8,398	0.01	525	0.01	525	0.00	1.20	52,487		
Intake Translator		36,421	0.90	32,779	0.58	21,124	0.16	5,827	0.32	11,655	0.02	728	0.02	729	0.00	2.00	72,842		
Episode Opener/UR Technicians		34,000	0.90	30,600	0.58	19,720	0.16	5,440	0.32	10,880	0.02	680	0.02	680	0.00	2.00	68,000		
Data Entry Clerk		34,000	0.90	30,600	0.58	19,720	0.16	5,440	0.32	10,880	0.02	680	0.02	680	0.00	2.00	68,000		
Other (Admin and Other columns only)																			
S/T Salaries & Wages			15.26	1,034,450	9.83	666,648	3.32	296,474	6.66	592,952	0.33	22,988	0.42	37,639	0.69	70,416	36.51	2,721,565	
Employee Benefits				84,094		54,194		14,951		29,900		1,869		1,869				186,877	
TOTAL SAL, WAGES & BENEFITS			15.26	1,118,544	9.83	720,840	3.32	311,425	6.66	622,852	0.33	24,857	0.42	39,508	0.69	70,416	36.51	2,908,442	0

OPERATING EXPENSES																		
Household Supplies																		0
Food		765		493		136		272		17		17						1,700
Office Expense		16,956		10,927		3,014		6,029		377		377						37,680
Recreational Supplies		270		174		48		96		6		6						600
Medical, Dental, Pharmaceutical Supplies		3,865		2,491		687		1,374		86		86						8,589
Maintenance																		0
Structure		1,395		899		248		496		31		31						3,100
Equipment		1,485		957		264		528		33		33						3,300
Vehicles																		0
Utilities		3,060		1,972		544		1,088		68		68						6,800
Communications		7,533		4,855		1,339		2,678		167		167						16,739
Membership Dues		1,845		1,189		328		656		41		41						4,100
Transportation		495		319		88		176		11		11						1,100
Travel		18,450		11,890		3,280		6,560		410		410						41,000
Training		9,225		5,945		1,640		3,280		205		205						20,500
Professional & Specialized Services		251,820		162,284		44,768		89,536		5,596		5,596						559,600
Insurance		31,770		20,474		5,648		11,296		706		706						70,600
Taxes & Licenses		4,950		3,190		880		1,760		110		110						11,000
Interest		2,700		1,740		480		960		60		60						6,000
Rents & Leases																		0
Structure		107,640		69,368		19,136		38,272		2,392		2,392						239,200
Equipment		3,150		2,030		560		1,120		70		70						7,000
Vehicles																		0
Depreciation																		0
Structure																		0
Equipment		8,550		5,510		1,520		3,040		190		190						19,000
Vehicles																		0
Miscellaneous		2,293		1,478		408		815		51		51						5,096
Transcription		1,045		673		186		372		23		23						2,322
Translation		18,000		11,600		3,200		6,400		400		400						40,000
Other (Admin and Other columns only)																		0
TOTAL OPERATING EXPENSES			497,282	320,458		88,402		176,804		11,050		11,050		0		1,105,026	0	1,105,026

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Service ✓	Annualize Salary	MASTER CONTRACT							TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Outpatient Level III-Adult/Oakland	Outpatient Level III-Adult/Union City	Outpatient Level III- Child/Oakland	Outpatient Level III-Child/Union City	Outpatient Level III- Adult/Pleasanton	Outpatient Level III- Child/Pleasanton	Outpatient Level III-Child/Antioch				
			Provisional RU# 768001	Provisional RU# 768003	Provisional RU# 768002	Provisional RU# 768004	Provisional RU# 768005	Provisional RU# 768006	Provisional RU# Pending				
			BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET				

ADMIN										0	0	0
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GROSS COST		1,615,806	1,041,298	399,827	799,656	35,907	50,558	70,416		4,013,468	0	0	4,013,468
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REVENUE (SPECIFY):													
Private Pay and Insurance		157,445	101,465	44,006	88,013	3,499	5,572			400,000			400,000
										0			0
										0			0
TOTAL REVENUE		157,445	101,465	44,006	88,013	3,499	5,572		0	400,000	0	0	400,000

NET COST		1,458,361	939,833	355,821	711,643	32,408	44,986	70,416		3,613,468	0	0	3,613,468
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RESIDENTIAL / DAY / OUTREACH													
TOTAL HOURS/DAYS													
COST PER HOUR/DAY													
COST PER MINUTE													

OUTPATIENT												
Case Management SMA 2.02												
TOTAL HOURS		83	54	15	38	2	3		0			195
COST PER HOUR		120.78	120.78	119.81	119.72	120.97	119.56		0.00			
COST PER MINUTE		2.01	2.01	2.00	2.00	2.02	1.99		0.00			
GROSS COST		10,085	6,521	1,797	4,548	217	311		0			

Mental Health Services SMA 2.61												
TOTAL HOURS		4,625	2,981	1,146	2,340	102	140		100			11,434
COST PER HOUR		156.06	156.06	154.81	154.69	156.30	154.49		142.73			
COST PER MINUTE		2.60	2.60	2.58	2.58	2.61	2.57		2.38			
GROSS COST		721,806	465,200	177,413	361,878	15,928	21,551		14,273			

Medication Support SMA 4.82												
TOTAL HOURS		3,005	1,937	760	1,488	67	99		213			7,569
COST PER HOUR		288.20	288.19	285.90	285.67	288.65	285.30		263.58			
COST PER MINUTE		4.80	4.80	4.76	4.76	4.81	4.75		4.39			
GROSS COST		866,051	558,149	217,280	425,082	19,388	28,237		56,143			

Crisis Intervention SMA 3.88												
TOTAL HOURS		77	49	15	35	2	2		0			179
COST PER HOUR		232.00	231.99	230.14	229.96	232.36	229.66		0.00			
COST PER MINUTE		3.87	3.87	3.84	3.83	3.87	3.83		0.00			
GROSS COST		17,864	11,428	3,337	8,049	393	459		0			

TOTAL OUTPATIENT HOURS		7,791	6,021	1,935	3,901	172	243		313			19,377
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PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT							TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient				
	Level III-Adult/Oakland	Level III-Adult/Union City	Level III-Child/Oakland	Level III-Child/Union City	Level III-Adult/Pleasanton	Level III-Child/Pleasanton	Level III-Child/Antioch				
	Provisional RU# 768001	Provisional RU# 768003	Provisional RU# 768002	Provisional RU# 768004	Provisional RU# 768005	Provisional RU# 768006	Provisional RU# Pending				
Direct Service √	Annualize	Salary									

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

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

OUTPATIENT

Case Management

TOTAL HOURS		70	45	12	32	2	2	0	162
COST PER HOUR		120.78	120.78	119.81	119.72	120.97	119.56	0.00	
COST PER MINUTE		2.01	2.01	2.00	2.00	2.02	1.99	0.00	
GROSS COST		8,415	5,423	1,438	3,831	194	239	0	

Mental Health Services

TOTAL HOURS		4,041	2,604	1,011	2,127	89	130	100	10,103
COST PER HOUR		156.06	156.06	154.81	154.69	156.30	154.49	142.73	
COST PER MINUTE		2.60	2.60	2.58	2.58	2.61	2.57	2.38	
GROSS COST		630,618	408,398	156,623	329,078	13,961	20,083	14,273	

Medication Support

TOTAL HOURS		2,787	1,796	680	1,300	62	85	213	6,923
COST PER HOUR		288.20	288.19	285.90	285.67	288.65	285.30	263.58	
COST PER MINUTE		4.80	4.80	4.76	4.76	4.81	4.75	4.39	
GROSS COST		803,165	517,595	194,409	371,376	17,882	24,250	56,143	

Crisis Intervention

TOTAL HOURS		70	45	15	32	2	2	0	165
COST PER HOUR		232.00	231.99	230.14	229.96	232.36	229.66	0.00	
COST PER MINUTE		3.87	3.87	3.84	3.83	3.87	3.83	0.00	
GROSS COST		16,163	10,416	3,452	7,359	372	413	0	

TOTAL OUTPATIENT HOURS		6,967	4,490	1,718	3,491	154	219	313	17,353
TOTAL O/P GROSS COST		1,458,361	939,833	355,821	711,643	32,408	44,986	70,416	3,613,468
TOTAL COST		1,458,361	939,833	355,821	711,643	32,408	44,986	70,416	3,613,468

REVENUE (SPECIFY):

									0
									0
									0
TOTAL REVENUE		0	0	0	0	0	0	0	0

NET COST		1,458,361	939,833	355,821	711,643	32,408	44,986	70,416	3,613,468
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Preparation/Revision Date: 06/28/11

COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR: Hiawatha Harris dba Pathways to Wellnes:		PERIOD: JULY 1, 2011 - JUNE 30, 2012	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other			
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL			
3,613,468			
<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			
SUBTOTAL			
400,000			
GRAND TOTAL		2,908,442	1,105,026
4,013,468			

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: **Behavioral Health Care Services**

Contractor Name: **Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation**

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

This Agreement is made by the County of Alameda ("County") and **Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation**, ("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 **\$ 3,613,468** for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.

3. **Final Contract Settlement**. Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.

4. **Audits and Disallowances**. Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. General Provisions

- 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:
Contract Period:
Master Contract Number:

Hiawatha Harris, M.D., Inc. dba Pathways to Wellness
7/01/2011 to 6/30/2012
900892

Exhibit B-1
Page 6

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
INTERIM RATE SHEET
FY 11/12**

Contractor: Hiawatha Harris dba Pathways to Wellness

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
*** 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.				
768001 Level III	Outpatient - Adult/Oakland * Case Management Mental Health Services Medication Crisis	Provisional Rate	70 4,041 2,787 70	120.78 per hour 156.06 per hour 288.20 per hour 232.00 per hour
768003 Level III	Outpatient - Adult/Union City * Case Management Mental Health Services Medication Crisis	Provisional Rate	45 2,604 1,796 45	120.78 per hour 156.05 per hour 288.19 per hour 231.99 per hour
768002 Level III	Outpatient - Child/Oakland Case Management Mental Health Services Medication Crisis	Provisional Rate	12 1,011 680 15	119.81 per hour 154.81 per hour 285.90 per hour 230.14 per hour
768004 Level III	Outpatient - Child/Union City Case Management Mental Health Services Medication Crisis	Provisional Rate	32 2,127 1,300 32	119.72 per hour 154.69 per hour 285.67 per hour 229.96 per hour
768005 Level III	Outpatient - Adult/Pleasanton * Case Management Mental Health Services Medication Crisis	Provisional Rate	2 89 62 2	120.97 per hour 156.30 per hour 288.65 per hour 232.36 per hour
768006 Level III	Outpatient - Child/Pleasanton Case Management Mental Health Services Medication Crisis	Provisional Rate	2 130 85 2	119.56 per hour 154.49 per hour 285.30 per hour 229.66 per hour
Pending Level III	Outpatient - Child/Pleasanton Mental Health Services Medication	Provisional Rate	100 213	142.73 per hour 263.58 per hour

***Adult Services program is capped at \$2,430,603.**

**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 & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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, 2000 Embarcadero, Suite 302, Oakland, CA 94606 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



Select Customer Insurance Center
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251
Policyholder, please call us at: (866) 467-8730
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (800) 447-7649 between 7 A.M. and 7 P.M. CENTRAL TIME.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CAP PHYSICIANS INS AGENCY INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

53840

*2100072IA70270312





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBW IA7027 DX COPY

Named Insured and Mailing Address; HIAWATHA HARRIS, MD, INC .DBA PATHWAY
TO WELLNESS MEDICATION
5674 STONERIDGE DR STE 116
PLEASANTON CA 94588

Policy Change Effective Date: 07/01/11 Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: CAP PHYSICIANS INS AGENCY INC/PHS
Code: 255014

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

RATES AND PREMIUMS ARE CHANGED.

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.989

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 07/06/11

Page 001

Policy Effective Date: 06/26/11
Policy Expiration Date: 06/26/12

UW COPY

53841

*2100072IA70270312



POLICY NUMBER: 72 SBW IA7027



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CONTRA COSTA HEALTH SERVICES
CONTRACT AND GRANT UNIT
50 DOUGLAS DR STE 320A
MARTINEZ, CA 94553

COUNTY OF ALAMEDA, BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS
THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
2000 EMBARCADERO, STE. 302
OAKLAND, CA 94606



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04-24-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

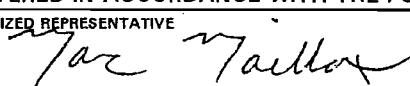
PRODUCER HEFFERNAN INSURANCE BROKERS/PHS 101077 P: (866)467-8730 F: (877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866)467-8730		FAX (A/C, No): (877)905-0457
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED HIAWATHA HARRIS M.D. INC DBA: PATHWAYS TO WELLNESS MEDI 5674 STONERIDGE DR STE 116 PLEASANTON CA 94588	INSURER A: Hartford Ins Co of the Midwest		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57 WEC LT0634	12/01/2010	12/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Alameda County BHCS Behavioral Health Care Services 200 EMBARCADERO STE302 OAKLAND, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

CRS
R054DATE (MM/DD/YYYY)
07-06-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER HEFFERNAN INSURANCE BROKERS/PHS 101077 P: (866)467-8730 F: (877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866)467-8730		FAX (A/C, No): (877)905-0457
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED BECTON HEALTHCARE RESOURCES 5674 STONERIDGE DR STE 116 PLEASANTON CA 94588	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Ins Co		
	INSURER B: Property & Casualty Co of Hartford		
	INSURER C: Hartford Ins Co of the Midwest		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			57 SBA VA7810	01/14/2011	01/14/2012	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> General Liab	X					PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$	
B	AUTOMOBILE LIABILITY			57 UEC PC2651	04/22/2011	04/22/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC JW7051	02/01/2011	02/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

ALAMEDA COUNTY PUBLIC HEALTH
 ATTN: INSURANCE COORDINATOR
 1000 BROADWAY STE 500
 OAKLAND, CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe Taylor

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 57 SBA VA7810 DX COPY

Named Insured and Mailing Address; BECTON HEALTHCARE RESOURCES

5674 STONERIDGE DR STE 116
PLEASANTON CA 94588

Policy Change Effective Date: 07/06/11 Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 004

Agent Name: HEFFERNAN INSURANCE BROKERS/PHS
Code: 101077

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001
PERSON/ORGANIZATION: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

PRO RATA FACTOR: 0.526

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 07/06/11

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 01/14/11
Policy Expiration Date: 01/14/12

UW COPY

45262

*2100057VA78100912



POLICY CHANGE (Continued)

Policy Number: 57 SBA VA7810

Policy Change Number: 004

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

45263
*2100057VA78100912

BANNER PLAZA ASSOCIATES &
PROFESSIONAL COMMERCIAL OFFICE
MANAGEMENT INC.
2600 CENTRAL AVE STE H
UNION CITY, CA 94587

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS
THERE OF & ALL COUNTY OFFICERS, AGENTS, EMPLOYEES & REPRESENTATIVES
1000 BROADWAY STE 500
OAKLAND, CA 94607

HACIENDA PORTFOLIO VENTURE, LLC
HACIENDA PORTFOLIO MEMBER, LLC
PRINCIPAL REAL ESTATE INVESTORS, LLC
EPI HACIENDA, LLC
ELLIS PARTNERS, LLC
CB RICHARD ELLIS, INC.
5050 HOPYARD ROAD, SUITE 325
PLEASANTON CA 94588
RE: STE #100, #108, #116



PRODUCER'S FACT SHEET

NAMED INSURED: BECTON HEALTHCARE RESOURCES

POL #: 57 SBA VA7810 DX

PRODUCER'S NAME: HEFFERNAN INSURANCE BROKERS/PHS
PRODUCER'S CODE: 101077
AGENT SALES

POL EFF DATE: 01/14/11 POL EXP DATE: 01/14/12 TRANS EFF DATE: 07/06/11

DIRECT ACCOUNT BILL NUMBER - 12797148

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 004

ENDORSEMENT PREMIUM: \$0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to § ____. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____.500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____.235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation.**

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: Hiawatha Harris, M.D., Inc. dba Pathways to Wellness Medication Clinics, A Medical Corporation

PRINCIPAL: Neisha Becton

TITLE: Chief Executive Officer

SIGNATURE: 

DATE: 7/11/11

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **Jewish Family & Children's Services of the East Bay**, a **Private Non Profit Corporation**, doing business at **2484 Shattuck Avenue, Suite 210, Berkeley, CA 94704**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment – Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4: **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Jewish Family & Children's Services of the East Bay
2484 Shattuck Avenue, Suite 210
Berkeley, CA 94704**

COUNTY: **Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

**Jewish Family & Children's Services of the
East Bay**

Contractor

2484 Shattuck Avenue, Suite 210

Street Address

Date

Berkeley, CA 94704

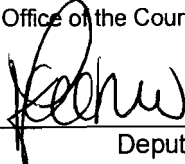
City, State, Zip Code

Approved as to form:

94-3250304

Federal ID No.

Office of the County Counsel, Alameda County

By  _____
Deputy County Counsel

By  _____
Authorized Signature of Contractor

Executive Director

Title

July 7, 2011

Date

EXHIBIT A (a)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Jewish Family and Children's Services of the East Bay
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900893

I. Program Name

Early Childhood Mental Health Program
Family Partners for Early Connections Birth to Five Years

II. Contracted Services

Outpatient Mental Health, Case Management, and Crisis Intervention.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Early Childhood Mental Health Program

- Facilitate optimal emotional and social development of children.
- Promote healthy bonds between children and their caregivers.

Family Partners for Early Connections Birth to Five Years

- Educate and support families to reduce community perceptions of stigma related to early childhood mental health issues

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Contractor shall provide services in English, Spanish, Russian, Serbo-Croatian, Farsi/Dari, and Hebrew.

Early Childhood Mental Health Program

Contractor shall provide services to:

- Children who require outpatient services to manage their mental health issues;
- Children who demonstrate signs of social-emotional and behavioral symptoms of distress or delay, significant functional impairment, or risk of deterioration in functioning; and

- Children in families where English is not the primary language spoken in the home.

Family Partners for Early Connections Birth to Five Years

Contractor shall provide services to:

- Children and their families who require outpatient services to manage their mental health issue; and
- Children who demonstrate signs of social-emotional and behavioral symptoms of distress or delay, significant functional impairment, or risk of deterioration in functioning.

2. Program Eligibility

Contractor shall only serve clients that meet the following eligibility requirements.

Early Childhood Mental Health Program

Children, birth to five, and up to age seven if clinically indicated, who:

- Are Alameda County residents; and
- Are beneficiaries of full-scope Medi-Cal.

Family Partners for Early Connections Birth to Five Years

Children, birth to five, and up to age seven if clinically indicated, and their families when the child is:

- An Alameda County resident;
- A beneficiary of full-scope Medi-Cal, or meets the criteria for No Wrong Door funding; and
- Receiving services through Contractor's Early Childhood Mental Health Program.

3. Limitations of Service N/A

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Early Childhood Mental Health Program

Contractor shall conduct a thorough psychosocial assessment using tools such as the ASQ, ASQ-SE (Ages and Stages Questionnaire-Social Emotional), and other instruments. Based on this assessment, a service plan shall be developed that may include dyadic and individual, group, and facilitated play therapy, collateral, child observation/consultation, and case management and crisis intervention services.

Contractor shall provide case management to ensure comprehensive care. Case management shall include navigating medical and school systems, services for domestic violence, the social services system, the legal system, and additional services.

Contractor shall also provide the following: plan development, collateral; and individual, group, and family therapy; and crisis intervention.

Family Partners for Early Connections Birth to Five Years

Contractor's Family Partner program shall assist families in accessing needed services while promoting independence and building advocacy skills within the family.

Family Partners is a program model that is provided by several local agencies as part of the Early Connections Birth to Five Years System of Care funded by the Substance Abuse and Mental Health Administration (SAMSHA).

Contractor shall provide case management to obtain services necessary to meet client's needs. Case management shall include providing referral information and facilitating contact to help client and caregivers obtain educational, mental health, or other services not provided by the program.

Contractor's Family Partner shall engage in the following activities:

- Access and facilitate linkages to services;
- Advocate with and on behalf of families;
- Assist families in increasing their support network;
- Help families to understand their role as their child's first teacher, role model and secure base;
- Participate in early childhood mental health treatment teams;
- Develop and evaluate treatment plans;
- Conduct outreach at community events;
- Participate in Learning Community Cohorts, and;
- Act as a role model and mentor for parents whose children are receiving treatment services.

Contractor's Clinical Supervisor for the Family Partner shall:

- Participate in monthly support and technical assistance meetings; and
- Communicate information regarding Family Partners horizontally and vertically in the agency.

2. Referral Process to Program

Early Childhood Mental Health Program

Clients will be referred through preschool sites where Contractor conducts mental health consultation services, through homeless shelters served through Contractor's Magnolia Women's Recovery Program, and through a partnership with Safe

Passages, which provides treatment to children exposed to community or family violence.

Family Partners for Early Connections Birth to Five Years

Clients must be referred through the Early Childhood Screening, Assessment and Referral Team (SART) Linkage Line.

3. Consumer/Client Flow

Contractor shall provide services as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Early Childhood Mental Health Program

Contractor shall discharge clients when individual service plans and goals are met, as agreed upon by the Contractor's therapist and family members. Quantifiable goals are measured by therapist and client observation.

Family Partners for Early Connections Birth to Five Years

Contractor shall discharge clients when the service plan goals are met and/or when the Family Partner services are no longer needed. Quantifiable goals are measured by therapist and client observation. Family Partner will assess ongoing need for services together with client.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Berkeley office: 9:00a.m. – 7:00p.m., Monday-Friday and weekend hours by special arrangement.

Oakland office: 9:00a.m – 5:00p.m., Monday-Friday

In-home services: 9:00a.m. – 8:00p.m., Monday-Thursday, 9:00a.m. – 9:00p.m. on weekends in response to crisis or by special arrangement.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

2484 Shattuck Avenue, Berkeley
Family Justice Center, 470 27th St. Oakland
Oakland Unified School District sites
Acorn, Alice Street, Arroyo Viejo, Bridges, Centro Main, De Colores
Emerson, International, Jefferson, Lakeview, Lockwood, Martin Luther
King, Tubman, Webster, and in private residences.
Berkeley and Oakland Head Start sites
Ocean View, Sixth Street, West Y
Magnolia Women's Recovery Program

Homeless Shelter
Transitional Housing

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables, as follows.

Early Childhood Mental Health Program

Contractor shall provide 5,255 hours of service to a total of 65 unduplicated clients with a projected average length of service of six months. Upon entry into the program, each client shall receive an average of eight to ten hours of assessment. All families shall receive weekly collateral contacts throughout program participation. Five clients shall receive individual therapy, and 42 shall receive family therapy. Twenty-seven families shall receive case management. Crisis intervention services shall be provided as needed.

Outpatient Services	Annual Number of Clients	Annual Number of Staff hours
Case Management	27	250
Mental Health Services		
Assessment/Evaluation	65	599
Collateral	65	849
Therapy – Individual	5	599
Therapy – Group	0	0
Therapy – Family	42	2,596
Plan Development	65	350
Subtotal	65	4,993
Crisis Intervention	16	12
Total:	65	5,255

Family Partners for Early Connections Birth to Five Years

Contractor, through its Family Partners Program, shall provide services to at least 20 unduplicated clients per year that are also served by Contractor’s Early Childhood Mental Health Program. The following services shall be provided in the ongoing contract:

O.A.= Ongoing Activities O.D.= Ongoing Deliverables O.O.= Ongoing Outcomes

Family Partner EPSDT Billable Services		
Activities	Deliverable	Outcomes
O.A.1. In collaboration with the primary mental health clinician, Contractor shall contribute to provision of specialty mental health services (from low intensity, e.g. community-based supports and mental health consultation to early care and education (ECE), to high intensity, e.g. dyadic family/child therapy) for identified children 0-5 through the following billable services: O.A.1.a. Brokerage O.A.1.b. Collateral O.A.1.c. Case Management O.A.1.d. Planning O.A.1.e. Group Rehabilitation O.A.1.f. Crisis Intervention	O.D.1. Report of number of children aged birth to five years served by insurance type, family’s primary language, place of residence.	O.O.1. Increased County capacity to serve children aged birth to five years with serious mental health needs.
	O.D.2. Report of number of families receiving Family Partner services.	O.O.2. Increase County’s cultural responsiveness to needs of family members.
	O.D.3. Number of identified children who need assessments and services.	O.O.3. Improved child functioning, short term and long term
	O.D.4. Number of referrals to identified children for community-based support services, assessment or treatment	O.O.4. Family member engagement and meaningful participation.

Family Partner Non-Billable Services		
Activities	Deliverable	Outcomes
O.A.2. Conduct Outreach & Community Education.	O.D.5. Social marketing campaign materials	O.O.5. Reduce community perception of stigma related to early childhood mental health issues
	O.D.6. Results of focus group.	
	O.D.7. Number of Medi-Cal eligible individuals approved for benefits	O.O.6. Increased number of children and families that obtain Medi-Cal coverage.
O.A.3. Participate in Family Partners Learning Community Cohort meetings, both system wide offered by UACF(one time/ month) and those offered by Early Connections (two times/ month).	O.D.8. Attendance records	O.O.7 Sharing resources, knowledge and improving quality of services

Clinical Supervisor Non-Billable Services		
Activities	Deliverable	Outcomes
O.A.4. Attend Monthly Consultation Groups & Technical assistance trainings provided by BHCS.	O.D.9. Attendance records	O.O.8 Create organizational capacity to retain Family Partner
O.A.5. Share information about Family Partners both horizontally & vertically agency-wide	O.D.10. Staff shall meets 80 percent of Learning Community Cohort goals	O.O.9. Create organizations where Family Partner is valued and fully utilized.
O.A.6. Provide support to role of Family Partner.	O.D.11. Report of Family Partner billing & utilization frequencies	O.O.10. Fully incorporate family members into service delivery.
O.A.7. Provide a minimum of one to two hours of weekly supervision to Family Partner.	O.A.12 Supervision records/reports from Family Partner.	O.O.11. Ensure Family Partner productivity level of at least 35 percent.

Both programs

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through these programs in either tabular or graphical format.

B. Outcome Measures

N/A in FY 11/12

V. Reporting and Evaluation Requirements

A. Reporting Requirements

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

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

Additional requirements for Family Partners for Early Connections Birth to Five:

Contractor shall participate in the Early Connections SAMSHA National Evaluation

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

Medi-Cal Certification

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan shall be available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Exhibit A-1: Additional Terms and Conditions.
- Addendum for Quality Assurance; and

EXHIBIT A (b)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Jewish Family and Children's Services of the East Bay
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900893

I. Program Name

Children's Mental Health Services

II. Contracted Services

Outpatient Services: Mental Health Services

III. Program Information and Requirements

A. Program Goals

Contractor shall provide Level III Outpatient Mental Health Services toward accomplishing the goal of strengthening families, individuals, and children, to support the healthy social and emotional development of children, and to increase the ability of children to function in all spheres of life.

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Contractor shall provide services to the following:

Children who experience social, emotional and behavioral symptoms of distress or delay, significant functional impairment, or risk of deterioration in functioning.
Contractor shall provide services in English, Spanish, Russian and Hebrew, and in Serbo-Croatian and Farsi/Dari upon request.

2. Program Eligibility

Contractor shall serve children, ages six to 21 years who reside in Alameda County.
Contractor shall serve children with and without Medi-Cal.

3. Limitations of Service NA

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Contractor's Level III Children's Outpatient Mental Health Program shall provide a variety of outpatient mental health services to children, including individual, family, collateral, and group therapy. Contractor shall provide these services in a variety of psychotherapeutic modalities which include psychodynamic play, sand tray, cognitive-behavioral, family systems, trauma reduction, as well as brief therapy. Continuity of care shall be ensured and overseen by Contractor's therapist as the client progresses through the service delivery system.

2. Referral Process to Program

Clients shall be referred from Acute Crisis Care and Evaluation for System-Wide Services (ACCESS), the Family Justice Center, Safe Passages, schools, other community providers, and self-referrals.

3. Consumer/Client Flow

Services shall be provided as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Contractor shall discharge a client when plans and goals are met, as agreed upon by Contractor's therapist and the client/family. Qualitative goals shall be measured by assessment of progress by both Contractor's therapist and the client/family. Therapist's assessment shall be based, in part, on observation of the client.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Monday-Friday, 9:00 a.m. – 5:00 p.m., and weekend hours by special arrangement. In-home services, when necessary, are typically provided 9:00 a.m. – 7:00 p.m., and shall also be conducted in the evening hours until 9:00 p.m., or on weekends by appointment.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

2484 Shattuck Ave, Suite 210, Berkeley, CA
Family Justice Center, 470 - 27th St Oakland

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables as follows:

Contractor shall serve a minimum of 20 children and their families, providing a minimum of 1,181 staff hours. Within those hours Contractor shall provide 271 hours of assessment, 130 hours of collateral, 449 hours of individual therapy, 260 hours of family therapy, and 71 hours of plan development.

Outpatient Services	Annual Number of Clients	Annual Number of Staff hours
Mental Health Services		
Assessment/Evaluation	20-28	271
Collateral	20-28	130
Therapy – Individual	20-28	449
Therapy – Group	3	0
Therapy – Family	5-7	260
Plan Development	20-28	71
Total:	20-28	1,181

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures

N/A in FY 11/12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the INSYST system, and submit any special reports requested by financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding.

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

Medi-Cal Site Certification
City of Oakland Business License #2660938
City of Berkeley Business License, #0800026285

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A (c)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Jewish Family and Children's Services of the East Bay
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900893

I. Program Name

Adult Mental Health Services

II. Contracted Services

Outpatient Services: Mental Health Services and Medication Support

III. Program Information and Requirements

A. Program Goals

Contractor shall provide Level III Adult Mental Health Services to accomplish the goals of supporting the healthy social and emotional development of adults and increasing their ability to function in all spheres of life.

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Contractor shall provide services to the following:

Adults who experience a serious mental disorder. Contractor shall provide services in English, Spanish, Russian, and Hebrew. Contractor shall make it a priority to serve refugees and immigrants who have been traumatized by war.

2. Program Eligibility

Contractor shall serve adults, 18 and older who reside in Alameda County. Contractor shall serve adults with and without Medi-Cal.

3. Limitations of Service NA

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Contractor's Level III Outpatient Mental Health Services for Adults shall provide outpatient services, including: assessment; collateral; individual, couples and group therapy; and medication support. Contractor shall provide these services in a variety of psychotherapeutic modalities which include psychodynamic, cognitive-behavioral, family systems, and trauma reduction, as well as brief therapy. Contractor's therapist shall ensure continuity of care as client progresses through the service delivery system.

2. Referral Process to Program

Clients shall be referred by Alameda County Acute Crisis Care and Evaluation for System-Wide Services (ACCESS), Health Maintenance Organizations (HMOs), and private payers, through community-based outreach, self-referrals, or meet medical necessity as determined by external assessing physicians or therapists.

3. Consumer/Client Flow

Contractor shall provide services as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Contractor shall discharge a client when the individual's service plans and goals are met, as agreed upon by the Contractor's therapist and client. Qualitative goals shall be measured by assessment of progress by Contractor's therapist. Contractor may ask clients to leave prior to completion of service plan for several reasons, for example when the client does not show-up for appointments on a frequent basis.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

- Berkeley site: 9:00a.m. – 7:00p.m., Monday – Friday, and weekend hours by special arrangement.
- Oakland site: 9:00a.m. – 5:00p.m., Monday - Friday. Clinicians may provide evening services Monday-Thursday by special arrangement.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

- 2484 Shattuck Avenue, Suite 210, Berkeley, CA
- Family Justice Center, 470 27th St Oakland, CA

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables, as follows.

Contractor shall serve a minimum of thirty clients, providing a minimum of 1,643 staff hours. Within those hours Contractor shall provide 50 hours of assessment, eight hours of collateral, 1,454 hours of individual therapy, 86 hours of group therapy, 43 hours of plan development and two hours of medication support.

Outpatient Services	Annual Number of Clients	Annual Number of Staff hours
Mental Health Services		
Assessment/ Evaluation	10-25	50
Collateral	5-15	8
Therapy – Individual	30-66	1,454
Therapy – Group	5-16	86
Plan Development	5-16	43
Subtotal	30-66	1,641
Medication Support	1-7	2
Total:	30-66	1,643

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures

N/A in FY 11/12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the INSYST system, and submit any special reports requested by financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding.

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

Medi-Cal Certification
City of Oakland Business License #2660938
City of Berkeley Business License #080026285

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI activities it *must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: Jewish Family & Children's Services of the East Bay

Contract Period: 7/01/2011 to 6/30/2012

Master Contract Number: 900893

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

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

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

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

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √ Annualized Salary		MASTER CONTRACT							
			Outpatient		Outpatient		Outpatient		Outpatient	
			EPSDT 0-5		Level III - Child/Berkeley		Level III - Child/Oakland		Level III - Adult/Berkeley	
			Provisional Rate		Provisional Rate		Provisional Rate		Provisional Rate	
			RU# 81883		RU# 81881		RU# 01C21		RU# 81882	
		BUDGET		BUDGET		BUDGET		BUDGET		
SALARIES & WAGES			FTE		FTE		FTE		FTE	
Clinical Services Manager			0.17	8,796	0.19	9,815	0.03	1,579	0.11	5,375
Data Entry Specialist			0.36	11,842	0.14	4,405	0.02	708	0.00	
Director of Clinical Services			0.45	41,020	0.08	7,151	0.01	1,150	0.00	0
Adult Services Director									0.13	12,239
Director of Human Resources & Operations			0.23	15,465	0.05	3,162	0.01	509	0.02	1,238
Director of Refugee & Immigrant Services			0.03	2,099	0.01	429	0.00	69	0.00	168
Clinical Services Supervisor			0.54	39,284	0.00	0	0.00	0		
Clinicians	X		6.08	323,313	1.30	69,297	0.21	11,147	0.49	26,956
Facilities Manager			0.09	3,499	0.02	715	0.00	115	0.01	280
Clinical Services Assistant			0.51	20,422	0.19	7,595	0.03	1,222	0.00	
MIS Technician			0.08	4,631	0.02	947	0.00	152	0.01	371
Administrative Assistant			0.23	7,221	0.05	1,476	0.01	237	0.02	578
Family Partner	X		1.00	42,000						
Billing Manager				10,362						
Other (Admin and Other columns only)										
S/T Salaries & Wages			9.77	529,954	2.03	104,992	0.33	16,888	0.78	47,205
Employee Benefits				97,970		22,519		3,622		8,759
TOTAL SAL, WAGES & BENEFITS			9.77	627,924	2.03	127,511	0.33	20,510	0.78	55,964

OPERATING EXPENSES										
Household Supplies										
Food										
Office Expense				3,637		1,800		289		289
Recreational Supplies										
Medical, Dental, Pharmaceutical Supplies										
Maintenance										
Structure										
Equipment										
Vehicles										
Utilities										
Communications				8,831		982		158		384
Membership Dues				3,449		631		102		247
Transportation										
Travel				14,329		394		63		29
Training				856		262		42		278
Professional & Specialized Services				4,466		913		147		350
Insurance				3,077		647		104		221
Taxes & Licenses										
Interest										
Rents & Leases										
Structure				34,003		3,324		535		5,182
Equipment				8,107		1,347		216		821
Vehicles										
Depreciation										
Structure										
Equipment				6,192		1,236		199		484
Vehicles										
Miscellaneous				28		550		88		15
Printing and Copying				32		5		1		1
Postage				1,281		226		36		214
Other (Admin and Other columns only)										

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services ↓	Annualized Salary	MASTER CONTRACT			
			Outpatient	Outpatient	Outpatient	Outpatient
			EPSDT 0-5	Level III - Child/Berkeley	Level III - Child/Oakland	Level III - Adult/Berkeley
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate
			RU# 81883	RU# 81881	RU# 01C21	RU# 81882
BUDGET	BUDGET	BUDGET	BUDGET			
TOTAL OPERATING EXPENSES			88,288	12,317	1,980	8,515
ADMIN			94,868	18,786	3,022	8,521
GROSS COST			811,080	158,614	25,512	73,000
REVENUE (SPECIFY):						
Donations						
Grants						
Contract Revenue						
Service Fees						
Released from Endowment						
Other Revenue						
TOTAL REVENUE			0	0	0	0
NET COST			811,080	158,614	25,512	73,000
RESIDENTIAL / DAY / OUTREACH						
TOTAL HOURS/DAYS						
COST PER HOUR/DAY						
COST PER MINUTE						
OUTPATIENT						
Case Management		SMA 2.02				
TOTAL HOURS			250			
COST PER HOUR			120.62	0.00	0.00	0.00
COST PER MINUTE			2.01	0.00	0.00	0.00
GROSS COST			30,154	0	0	0
Mental Health Services		SMA 2.81				
TOTAL HOURS			4,993	1,017	164	1,641
COST PER HOUR			155.85	155.96	155.56	44.39
COST PER MINUTE			2.60	2.60	2.59	0.74
GROSS COST			778,145	158,614	25,512	72,836
Medication Support		SMA 4.82				
TOTAL HOURS			0			2
COST PER HOUR			0.00	0.00	0.00	81.97
COST PER MINUTE			0.00	0.00	0.00	1.37
GROSS COST			0	0	0	164
Crisis Intervention		SMA 3.88				
TOTAL HOURS			12			
COST PER HOUR			231.68	0.00	0.00	0.00
COST PER MINUTE			3.86	0.00	0.00	0.00
GROSS COST			2,780	0	0	0
TOTAL OUTPATIENT HOURS			5,255	1,017	164	1,643

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT			
	Direct Services √	Annualized Salary	Outpatient	Outpatient	Outpatient	Outpatient
			EPSDT 0-5	Level III - Child/Berkeley	Level III - Child/Oakland	Level III - Adult/Berkeley
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate
			RU# 81883	RU# 81881	RU# 01C21	RU# 81882
		BUDGET	BUDGET	BUDGET	BUDGET	

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

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

OUTPATIENT

Case Management

TOTAL HOURS		250			
COST PER HOUR		120.62		0.00	0.00
COST PER MINUTE		2.01		0.00	0.00
GROSS COST		30,154		0	0

Mental Health Services

TOTAL HOURS		4,993		1,017		164		1,641
COST PER HOUR		155.85		155.96		155.56		44.39
COST PER MINUTE		2.60		2.60		2.59		0.74
GROSS COST		778,145		158,614		25,512		72,836

Medication Support

TOTAL HOURS		0						2
COST PER HOUR		0.00		0.00		0.00		81.97
COST PER MINUTE		0.00		0.00		0.00		1.37
GROSS COST		0		0		0		164

Crisis Intervention

TOTAL HOURS		12						
COST PER HOUR		231.68		0.00		0.00		0.00
COST PER MINUTE		3.86		0.00		0.00		0.00
GROSS COST		2,780		0		0		0

TOTAL OUTPATIENT HOURS		5,255		1,017		164		1,643
TOTAL O/P GROSS COST		811,080		158,614		25,512		73,000

TOTAL COST		811,080		158,614		25,512		73,000
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REVENUE (SPECIFY):

TOTAL REVENUE		0		0		0		0

NET COST		811,080		158,614		25,512		73,000
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Preparation/Revision Date:

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY			TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
	Direct Services √	Annualized Salary	BUDGET	BUDGET	BUDGET	BUDGET
SALARIES & WAGES			FTE			
Clinical Services Manager			0.51	25,565		
Data Entry Specialist			0.52	16,955		
Director of Clinical Services			0.54	49,321		
Adult Services Director			0.13	12,239		
Director of Human Resources & Operations			0.30	20,374		
Director of Refugee & Immigrant Services			0.04	2,765		
Clinical Services Supervisor				39,284		
Clinicians	X		8.08	430,713		
Facilities Manager			0.11	4,609		
Clinical Services Assistant			0.74	29,239		
MIS Technician			0.10	6,101		
Administrative Assistant			0.30	9,512		
Family Partner	X		1.00	42,000		
Billing Manager			0.00	10,362		
Other (Admin and Other columns only)				282,215	1,694,325	
S/T Salaries & Wages			12.37	699,039		
Employee Benefits				132,870		
TOTAL SAL, WAGES & BENEFITS			12.37	831,909	0	1,694,325
						2,526,234

OPERATING EXPENSES						
Household Supplies				0		
Food				0		
Office Expense				6,015		
Recreational Supplies				0		
Medical, Dental, Pharmaceutical Supplies				0		
Maintenance				0		
Structure				0		
Equipment				0		
Vehicles				0		
Utilities				0		
Communications				10,355		
Membership Dues				4,429		
Transportation				0		
Travel				14,815		
Training				1,438		
Professional & Specialized Services				5,876		
Insurance				4,049		
Taxes & Licenses				0		
Interest				0		
Rents & Leases				0		
Structure				43,044		
Equipment				10,491		
Vehicles				0		
Depreciation				0		
Structure				0		
Equipment				8,111		
Vehicles				0		
Miscellaneous				681		
Printing and Copying				39		
Postage				1,757		
				0		
				0		
Other (Admin and Other columns only)				378,707	770,411	

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY			TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
	Direct Services √	Annualized Salary	BUDGET	BUDGET	BUDGET	BUDGET
TOTAL OPERATING EXPENSES			111,100	378,707	770,411	1,260,218
ADMIN			125,197	(378,707)	253,510	0
GROSS COST			1,068,206	0	2,718,246	3,786,452
REVENUE (SPECIFY):						
			0			0
			0			0
			0			0
Donations			0		690,000	690,000
Grants			0		582,400	582,400
Contract Revenue			0		1,104,572	1,104,572
Service Fees			0		1,269,630	1,269,630
Released from Endowment			0		95,693	95,693
Other Revenue			0		44,157	44,157
			0			0
			0			0
TOTAL REVENUE			0	0	3,786,452	3,786,452
NET COST			1,068,206	0	(1,068,206)	0
RESIDENTIAL / DAY / OUTREACH						
TOTAL HOURS/DAYS			0			
COST PER HOUR/DAY						
COST PER MINUTE						
OUTPATIENT						
Case Management		SMA 2.02				
TOTAL HOURS			250			
COST PER HOUR						
COST PER MINUTE						
GROSS COST						
Mental Health Services		SMA 2.81				
TOTAL HOURS			7,815			
COST PER HOUR						
COST PER MINUTE						
GROSS COST						
Medication Support		SMA 4.82				
TOTAL HOURS			2			
COST PER HOUR						
COST PER MINUTE						
GROSS COST						
Crisis Intervention		SMA 3.88				
TOTAL HOURS			12			
COST PER HOUR						
COST PER MINUTE						
GROSS COST						
TOTAL OUTPATIENT HOURS			8,079			

Jewish Family and Children Services of the East Bay

PLEASE ENTER WHOLE DOLLARS ONLY			TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
	Direct Services √	Annualized Salary	BUDGET	BUDGET	BUDGET	BUDGET

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

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

OUTPATIENT

Case Management

TOTAL HOURS		250
COST PER HOUR		
COST PER MINUTE		
GROSS COST		

Mental Health Services

TOTAL HOURS		7,815
COST PER HOUR		
COST PER MINUTE		
GROSS COST		

Medication Support

TOTAL HOURS		2
COST PER HOUR		
COST PER MINUTE		
GROSS COST		

Crisis Intervention

TOTAL HOURS		12
COST PER HOUR		
COST PER MINUTE		
GROSS COST		

TOTAL OUTPATIENT HOURS		8,079
TOTAL O/P GROSS COST		1,068,206

TOTAL COST		1,068,206
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REVENUE (SPECIFY):

		0
		0
		0
TOTAL REVENUE		0

NET COST		1,068,206
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Preparation/Revision Date:

**COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: Jewish Family and Children Services		PERIOD: JULY 1, 2011 - JUNE 30, 2012	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - SAMHSA	78,777		
Mental Health - Other	989,429		
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL	1,068,206		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL			
B. STATE	630,872		
C. COUNTY (other than Alameda) / CITY	473,700		
D. PATIENT / CLIENT FEES	201,424		
E. PRIVATE	1,272,400		
F. MISCELLANEOUS / OTHER	139,850		
SUBTOTAL	2,718,246		
GRAND TOTAL	3,786,452	2,526,234	1,260,218

EXHIBIT B-1
COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: **Behavioral Health Care Services**

Contractor Name: **Jewish Family & Children's Services of the East Bay**

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

This Agreement is made by the County of Alameda ("County") and **Jewish Family & Children's Services of the East Bay,** ("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 **\$1,068,206** for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report.** On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.
3. **Final Contract Settlement.** Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.
4. **Audits and Disallowances.** Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. General Provisions

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

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

Contractor: Jewish Family & Children Services of the East Bay

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
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Important Notice

The State of California set 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.

81883	Outpatient - 0-5*	Provisional Rate		
EPSDT	Case Management		250	120.62 per hour
	Mental Health Services		4,993	155.85 per hour
	Crisis Intervention		12	231.68 per hour
81881	Outpatient - Child/Berkeley	Provisional Rate		
Level III	Mental Health Services		1,017	155.96 per hour
01C21	Outpatient - Child/Oakland	Provisional Rate		
Level III	Mental Health Services		164	155.56 per hour
81882	Outpatient - Adult/Berkeley**	Provisional Rate		
Level III	Mental Health Services		1,641	44.39 per hour***
	Medication Support		2	81.97 per hour****

* Outpatient 0-5 program includes \$78,777 in federal SAMHSA Grant funding - Not to be used for any other program
SAMHSA = Substance Abuse & Mental Health Services Administration

** Total Level III Adult expenditure not to exceed \$73,000. Funding may not be used for any other

*** Final rate will be based on actual cost per unit not to exceed negotiated rate cap of \$44.40/hr.

**** Final rate will be based on actual cost per unit not to exceed negotiated rate cap of \$152.40/hr.

Funding Source Allocation:

Federal - SAMHSA* Early Connections Grant CFDA# 93.104	State	County	Total
\$78,777	\$989,429	\$0	\$1,068,206

**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 Endorsements and Conditions: <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, 2000 Embarcadero, Suite 302, Oakland, CA 94606 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID MF
JEWIS-5

DATE (MM/DD/YYYY)

09/24/10

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo CA 94402 Phone: 650-341-4484 Fax: 650-341-4465	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Jewish Family and Children's Services of the East Bay 2484 Shattuck Ave. #210 Berkeley CA 94704	INSURER A: NIAC	011845
	INSURER B: Oak River Insurance Co.	34630
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	2010-13649-NPO	09/10/10	09/10/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 20,000
		<input checked="" type="checkbox"/> Social Services				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> Prof Liab				GENERAL AGGREGATE	\$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	2010-13649-NPO	09/10/10	09/10/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2200057589-101	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER	CWB0004701-06-13649	09/10/10	09/10/11	Limit	\$100,000
		Employee Dishonesty				Deduct	\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Alameda, its Board of Supervisors, the individual members thereof, and all the County officers, agents, employees and volunteers are named as Additional Insured's with respects to the insured's business operations. Additional Insured applies to General Liability policy only, per form CG2026 07/04. Ten (10) day notice of cancellation for non-payment of premium applies.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Behavioral
 Health Care Services
 2000 Embarcadero Cove
 Suite 302
 Oakland CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

It is understood and agreed that the following is added as an additional insured:

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to §___ . 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with §___ .500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___ .235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **Jewish Family & Children's Services of the East Bay**.

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: Jewish Family & Children's Services of the East Bay

PRINCIPAL: Avi Rose

TITLE: Executive Director

SIGNATURE: Avi Rose

DATE: July 7, 2011

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **Opportunity Plus, Inc.**, a **Private Non Profit Corporation**, doing business at **6915 Norfolk Road, Berkeley, CA 94705**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements– Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment – Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Opportunity Plus, Inc.
6915 Norfolk Road
Berkeley, CA 94705**

COUNTY: **Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

Opportunity Plus, Inc.
Contractor

6915 Norfolk Road
Street Address

Date

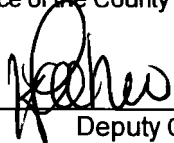
Berkeley, CA 94705
City, State, Zip Code

Approved as to form:

Office of the County Counsel, Alameda County

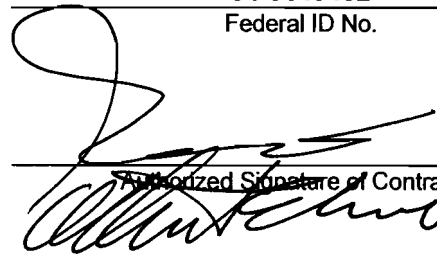
94-3149482
Federal ID No.

By



Deputy County Counsel

By



Authorized Signature of Contractor
EXECUTIVE DIRECTOR
Title

7/6/11
Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Opportunity Plus, Inc.
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900894

I. Program Name

Opportunity Plus, Inc.

II. Contracted Services

- Mental Health Services
- Case Management/Brokerage

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Contractor shall implement program that is designed to decrease clients' functional impairments, as evidenced by a reduction in the number of unplanned discharges and decreased need for crisis intervention.
- Contractor shall provide mental health services that will decrease long-term group home placements, and increase healthy relationships with biological family.

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Female adolescents with serious mental health issues that are involved with the Alameda County Social Services Agency (SSA) Department of Children and Family Services. Contractor shall primarily serve residents of Oakland, San Leandro, San Lorenzo, and Hayward.

2. Program Eligibility

Contractor shall only serve female adolescents aged six to 18 years who:

- Are in the custody of the SSA Department of Children and Family Services;
- Are placed in Contractor's residential group home care;
- Have full-scope Alameda County Medi-Cal; and
- Meet the criteria for medical necessity.

3. Limitations of Service N/A

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Opportunity Plus is a residential Group Home Agency established to divert girls ages six to 18 from institutional placement. Under this contract, Contractor shall provide Mental Health and Case Management services for children meeting medical necessity who are placed in Contractor's two homes by the SSA Department of Children and Family Services.

The program shall be short-term in nature and shall involve the provision of mental health and case management services to clients for three to 18 months. Services provided under this contract shall only be provided during the contract period. Contractor's program shall include the following components to ensure that each client's mental health progress is on track of her individualized plan:

- Assessment and treatment planning for in-home and family support services.
- Therapeutic support to help the child stabilize during the critical transition period.
- In-home support for the family or caregiver, including assistance in obtaining community support services such as respite care, medical services, parenting support groups, and crisis intervention.

Therapeutic support shall include services such as:

- Collateral, individual and group therapy, rehabilitation and case management/brokerage.
- Innovative therapies such as therapeutic mentoring and cook therapy:
 - Therapeutic mentoring is an individualized service delivery method which employs an active therapist delivering Individual Therapy, Individual Rehabilitation, and Case Management Services in various environments within the community. Services may be delivered while eating meals, hiking in nature, touring the mall, or during other engaged interactions.
 - Cook therapy is an individualized service delivery method which employs Individual Rehabilitation skills development as a vehicle for introspection.

Contractor shall use the Person Centered Planning (PCP) model while providing mental health services and resources. The PCP model is a set of approaches designed to assist each client in planning their life and support systems to increase personal self-determination and independence.

2. Referral Process to Program

All client referrals shall be from Alameda County Social Services Agency Department of Children and Family Services

3. Consumer/Client Flow

Contactor shall provide services as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Within 60 days of placement
Intervention	Between Plan Development and Discharge
Reassessment	Annually
Update of Plan and Intervention	Every six months

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Contractor shall deliver mental health services until the client has shown a significant, measurable decrease in impairments in important areas of life functioning as illustrated by use of the Global Assessment Functioning (GAF) tool. This duration of services is a minimum of three to 18 months but may extend beyond this period if the client's rate of improvement requires additional time; however Contractor's services pursuant to this Contract shall only be provided until the end of the contract period.

Planned Discharge: When a client is reunified with family or discharged to a foster home, other group home, hospital or residential treatment facility, a dispositional summary shall be completed by the Contractor's case worker and reviewed by Contractor's mental health professional. Contractor shall participate in the identification of an acceptable relocation site with the client, and others as appropriate

Unplanned Emergency Discharge: Contractor may discharge clients from the residential and mental health program for violence toward a peer or staff member, destruction of property, or excessive unauthorized absences. The social worker or client's representative shall be given seven days to remove the child from placement with Contractor. Exceptions to this policy may be made if the treatment team is convinced the child shall benefit from continued placement with Contractor.

5. Hours of Operation

Services shall be provided seven days a week, 24 hours a day.

In FY 11/12, Contractor shall work with BHCS to develop a description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures N/A for FY 11-12

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the INSYST system, and submit any special reports requested by financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding.

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

- Co-Occurring Informed Practice
- Housing/Living Situation
- Other Information as Required by BHCS

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall be Medi-Cal certified annually and shall have and maintain current License/State Provider Numbers (s):

- # 01A5 33 Oak Hill Circle, Oakland, Ca. 94605
- # 01A6 3761 Ruby Street, Oakland, Ca. 94609

B. Other Requirements

1. Confidentiality of Health Information

All information and records obtained in the course of providing services pursuant to this Agreement shall be confidential and are protected from disclosure by the

California Welfare and Institutions Code, Section 5328, et seq. and other applicable federal and state law.

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI activities *it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: Opportunity Plus, Inc.

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

Master Contract Number: 900894

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

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

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

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

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				TOTAL SAN CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET	
	Direct Services ✓	Annualized Salary	Outpatient	Outpatient							
			Oak Hill	Ruby							
			Provisional Rate	Provisional Rate							
		RU# 01A51	RU# 01A61								
		BUDGET	BUDGET								
SALARIES & WAGES						FTE					
Executive Dir/IC		110,000	0.17	18,700	0.17	18,700	0.34		37,400		
Admin./Fiscal Officer		110,000	0.17	18,700	0.17	18,700	0.34		37,400		
Clinical /Program Dir.	x	45,000	0.50	22,500	0.50	22,500	1.00		45,000		
Therapist	x	48,000	0.50	24,000	0.50	24,000	1.00		48,000		
Child Care Counselor	x	20,167	0.10	2,016	0.10	2,016	0.20		4,032		
							0.00		0		
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							0.00		0		
							0.00		0		
Other (Admin and Other columns only)								40,000	141,000		
S/T Salaries & Wages			1.44	85,916	1.44	85,916	2.88		171,832		
Employee Benefits				5,600		5,600			11,200		
TOTAL SAL, WAGES & BENEFITS			1.44	91,516	1.44	91,516	2.88	40,000	141,000	364,032	
OPERATING EXPENSES											
Household Supplies				200		200			400		
Food									0		
Office Expense				350		350			700		
Recreational Supplies									0		
Medical, Dental, Pharmaceutical Supplies									0		
Maintenance									0		
Structure				372		370			742		
Equipment									0		
Vehicles									0		
Utilities				1,520		967			2,487		
Communications									0		
Membership Dues									0		
Transportation				1,557		1,557			3,114		
Travel									0		
Training									0		
Professional & Specialized Services				8,556		7,874			16,230		
Insurance									0		
Taxes & Licenses									0		
Interest									0		
Rents & Leases									0		
Structure				4,128		4,032			8,160		
Equipment									0		
Vehicles									0		
Depreciation									0		
Structure									0		
Equipment									0		
Vehicles									0		
Miscellaneous				4,188		4,188			8,376		
Treatment Supplies				4,554		4,487			9,051		
Telecommunications				1,567		1,256			2,823		
									0		
									0		
									0		
Other (Admin and Other columns only)								29,275	375,325		
TOTAL OPERATING EXPENSES				26,970		25,069		29,275	375,325	456,639	
ADMIN				3,300		2,300		5,600	(69,275)	63,675	0
GROSS COST				121,786		116,885		240,671	0	580,000	820,871

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT		TOTAL SAN CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
	Direct Services ✓	Annualized Salary	Outpatient	Outpatient				
			Oak Hill	Ruby				
			Provisional Rate RU# 01A51	Provisional Rate RU# 01A61				
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	

REVENUE (SPECIFY):									
Alameda County BHCS			121,786		118,885		240,671		240,671
State							0	580,000	580,000
							0		0
							0		0
							0		0
							0		0
							0		0
							0		0
							0		0
							0		0
TOTAL REVENUE			121,786		118,885		240,671	580,000	820,671

NET COST			0		0		0	0	0
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RESIDENTIAL / DAY / OUTREACH									
TOTAL HOURS/DAYS									
COST PER HOUR/DAY									
COST PER MINUTE									

OUTPATIENT									
Case Management SMA 2.02									
TOTAL HOURS			160		160		320		
COST PER HOUR			101.59		99.60				
COST PER MINUTE			1.69		1.66				
GROSS COST			16,254		15,935				

Mental Health Services SMA 2.61									
TOTAL HOURS			804		800		1,604		
COST PER HOUR			131.26		128.69				
COST PER MINUTE			2.19		2.14				
GROSS COST			105,532		102,950				

Medication Support SMA 4.82									
TOTAL HOURS			0.00		0.00		0		
COST PER HOUR			0.00		0.00				
COST PER MINUTE			0.00		0.00				
GROSS COST			0		0				

Crisis Intervention SMA 3.88									
TOTAL HOURS			0		0		0		
COST PER HOUR			0.00		0.00				
COST PER MINUTE			0.00		0.00				
GROSS COST			0		0				

TOTAL OUTPATIENT HOURS			964		960		1,924		
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PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT		TOTAL SAN CONTRACT	ADMIN	OTHER	AGENCY TOTAL
	Direct Services ✓	Annualized Salary	Outpatient	Outpatient				
			Oak Hill	Ruby				
			Provisional Rate RU# 01A51	Provisional Rate RU# 01A61				
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

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

OUTPATIENT

Case Management

TOTAL HOURS	150	150	320
COST PER HOUR	101.59	99.60	
COST PER MINUTE	1.69	1.66	
GROSS COST	16,254	15,935	

Mental Health Services

TOTAL HOURS	804	800	1,604
COST PER HOUR	131.26	128.69	
COST PER MINUTE	2.19	2.14	
GROSS COST	105,532	102,950	

Medication Support

TOTAL HOURS			0
COST PER HOUR	0.00	0.00	
COST PER MINUTE	0.00	0.00	
GROSS COST	0	0	

Crisis Intervention

TOTAL HOURS			0
COST PER HOUR	0.00	0.00	
COST PER MINUTE	0.00	0.00	
GROSS COST	0	0	

TOTAL OUTPATIENT HOURS	954	990	1,924
TOTAL O/P GROSS COST	121,786	118,885	240,671
TOTAL COST	121,786	118,885	240,671

REVENUE (SPECIFY):

			0
			0
			0
			0
			0
			0
			0
			0
TOTAL REVENUE	0	0	0

NET COST	121,786	118,885	240,671
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Preparation/Revision Date:

COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR: Opportunity Plus		PERIOD: FY 11-12			
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS			
REVENUE CATEGORIES		EXPENDITURE CATEGORIES			
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>		
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>					
A. ALCOHOL & DRUGS					
Federal					
B. MENTAL HEALTH					
Federal - IDEA					
Federal - SAMHSA					
Mental Health - Other	240,671				
C. ALAMEDA COUNTY - OTHER (specify dept)					
SUBTOTAL	240,671				
<u>II. OTHER SOURCES OF FUNDS</u>					
A. FEDERAL					
B. STATE	580,000				
C. COUNTY (other than Alameda) / CITY					
D. PATIENT / CLIENT FEES					
E. PRIVATE					
F. MISCELLANEOUS / OTHER					
SUBTOTAL	580,000				
GRAND TOTAL	820,671	364,032	456,639		

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: Behavioral Health Care Services

Contractor Name: Opportunity Plus, Inc.

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

This Agreement is made by the County of Alameda ("County") and Opportunity Plus, Inc., ("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 \$ 240,671 for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.

3. **Final Contract Settlement**. Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.

4. **Audits and Disallowances**. Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. **General Provisions**

- 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.

**S.A.N. CONTRACT
RATE SHEET
FY 11/12**

Contractor: Opportunity Plus, Inc.

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.

01A51	Outpatient / Oak Hill	Provisional Rate		
	Case Management		160	101.59 per staff hour
	Mental Health Services		804	131.26 per staff hour
01A61	Outpatient / Ruby	Provisional Rate		
	Case Management		160	99.60 per staff hour
	Mental Health Services		800	128.69 per staff hour

**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 Endorsements and Conditions: <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 - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JI

DATE(MM/DD/YYYY)

03/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego, CA 92121 John A. Clanton	858-452-2200 858-452-6004	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID# TESTPE1	FAX (A/C, No):
INSURED Opportunity Plus, Inc. 6915 Norfolk Rd. Berkely, CA 94705	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Non Profits Insurance		
	INSURER B : Ulico Casualty Company		002623
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		201008629NPO	03/07/11	03/07/12	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> Misc						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	<input checked="" type="checkbox"/> Improper Sexual <input type="checkbox"/> Misc			201008629NPO	03/07/11	03/07/12	MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 Imp Sex. \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201008629NPO	03/07/11	03/07/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UWNS484000064110	02/09/11	02/09/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			201008629NPO	03/07/11	03/07/12	Aggregate 2,000,000 Occurr. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY PER ATTACHED NIAC-E25 (01 98).

CERTIFICATE HOLDER

CANCELLATION

ALAMEDA ALAMEDA COUNTY-BEHAVIORAL HEALTH CARE SERVICES 2000 EMBARCADERO COVE, #302 OAKLAND, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to § ____. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____.500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____.235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **Opportunity Plus, Inc.**

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: Opportunity Plus, Inc.

PRINCIPAL: Shelia Sykes-Nero

TITLE: Executive Director

SIGNATURE: 

DATE: 7/6/11

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **R House**, a **Private Non Profit Corporation**, doing business at **P.O. Box 2587, Santa Rosa, CA 95405**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by

the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years

following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. **Termination Provisions.**

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. **Compliance with Laws.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. **Accident Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. **Personal Property.** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. **Non-Discrimination.** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. **Governing Board Limitations; Conflict of Interest.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the

performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **R House
P.O. Box 2587
Santa Rosa, CA 95405**

COUNTY: **Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

R House
Contractor

P.O. Box 2587
Street Address

Santa Rosa, CA 95405
City, State, Zip Code

Date

94-2278033
Federal ID No.

Approved as to form:

Office of the County Counsel, Alameda County

By



Deputy County Counsel

By



Authorized Signature of Contractor



Title

7/7/11
Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	R House, Inc.
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900895

I. Program Name

R House, Inc.

II. Contracted Services

Day Treatment Rehabilitative – Full Day

Outpatient Services:

- Medication Support
- Crisis Intervention

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals among youth served by this program (“clients”):

- Alleviate the mental health and substance abuse challenges that have resulted in the need for adolescent residential treatment.
- Prevent the necessity of hospitalization and placement in restrictive settings.
- Help the residing clients develop and maintain: stronger ego functions; improved interpersonal relationships; a more productive lifestyle; and establishment of ongoing support systems in the community.

B. Target Population

Contractor shall serve the following populations.

1. Services and Priority Groups

Contractor’s program shall remain specifically designed to serve youth between the ages of 14 and 18 years who meet criteria for dual diagnosis of a primary mental health disorder and a secondary substance abuse disorder. Priority clients shall include persons enrolled in R House’s long-term treatment program.

2. Program Eligibility

Contractor shall only serve youth between the ages of 14 and 18 years who meet the following eligibility requirements:

- Have full-scope Alameda County Medi-Cal;
- Have chemical dependency, mental illness and meet medical necessity criteria established by Medi-Cal; and
- Be referred to the program by Alameda County Probation Department (Probation) or Alameda County Social Services Agency (SSA).

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 full day rehabilitative services to Rate Classification Level (RCL) clients who have chemical dependency, mental illness, and meet the criteria for medical necessity. Youth are to be authorized for services through Probation and SSA.

Contractor shall provide rehabilitative services including individual, family, and group psychotherapy which provide specific training and support in techniques for managing symptoms. Contractor shall provide adjunctive therapies in recreation, art, and skill acquisition groups, as a strategy to address symptom management and social skills. Medication support and specialized educational placement shall be utilized by Contractor during the duration of placement.

Contractor shall provide services in a therapeutic, organized and structured setting by a highly trained treatment team. Contractor shall provide services to significantly diminish impairments; prevent substantial deterioration in an important area of life functioning; and assist clients in their progress developmentally, as individually appropriate. Contractor shall ensure clients participate in a matrix of group processes throughout the week.

Contractor shall begin making collateral contacts from the time of initial contact with the client and family. Contractor shall involve the client and family members, or significant others, in the assessments, evaluations, and treatment plan development. Contractor shall provide case counselor time which shall be allocated for collateral contacts, which are essential to the utilization of services and understanding of the client's mental health condition and treatment interventions.

2. Referral Process to Program

All clients referral are from Alameda County SSA and Alameda County Probation Department

3. Consumer/Client Flow

Services shall be provided as follows:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Within 30 days of completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

* Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.

4. Discharge Criteria and Process

Contractor's clinical team shall meet weekly for treatment planning to discuss the status of the clients and the progress being made toward their treatment goals. When it is assessed that discharge is appropriate, one of the following discharge recommendations shall be made:

Successful Completion of the Program: A client has made significant progress towards successfully completing the treatment goals designed for them. There is evidence that they have gained significant strengths to alleviate their ongoing mental health conditions and have the tools to abstain from drug and alcohol use. The client has gained the ego strength and cognitive capability to function in society with appropriate behaviors and social integration.

Unsuccessful Discharge: A client shall be discharged if they are not accomplishing the goals established for them. Individuals can be discharged from Contractor's program if they fail to thrive in the program or present behavioral disruptions or acts that may cause serious harm to self or others. There are circumstances beyond the control of the client or program that may lead to an unsuccessful discharge.

Transfer and Referrals: A client in need of services beyond the professional capabilities of Contractor's program shall be referred to an organization that is able to provide the professional services they might need.

A Discharge Summary regarding the circumstances of discharge shall be completed by Contractor within three working days after the client's discharge status has been determined. The summary shall include the client's mental health status, the reason

for discharge, educational achievements, medical status, discharge recommendations and referrals.

5. Hours of Operation

Contractor shall maintain the following hours of operation: Services shall be provided seven days a week, 24 hours a day.

6. Service Delivery Sites

Contractor shall provide services at the following locations:

- 152 Middle Ricon Road, Santa Rosa, Ca. 95409
- 429 Speers Road, Santa Rosa, Ca. 95409

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables, as follows.

Contractor shall provide a total of 1,500 full days of Rehabilitative Day Treatment to 20 unduplicated clients.

In addition, Contractor shall provide up to 70 hours of Outpatient Services outside of the regularly scheduled day treatment hours. Outpatient Services shall be individualized according to client needs and shall include:

- Medication Support Services by a Psychiatrist or Nurse, up to two times per month.
- Crisis Intervention Services.

Day Treatment Rehabilitative Summary Chart

Services (Inclusive)	Annual Total: Full Days	Annual Total: Unduplicated Clients
Individual Therapy, Case Management, and Collateral	1500	20

Outpatient Services Summary Chart

Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Medication Support Services	60	20
Crisis Intervention Services	10	20
Total	70	20

For FY 11/12, contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures

Contractor shall implement a treatment plan for each client based on measurable objectives. Measurement of progress specific to treatment objectives will be based upon completion of the child behavior checklist and shall be documented on an annual basis by the treating clinician.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the INSYST system, and submit any special reports requested by financial or program monitors. Contractor shall comply with the reporting requirements of County, State, or Federal agencies as a condition of funding.

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

- Co-Occurring Informed Practice
- Housing/Living Situation
- Other information requested by BHCS

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described above and as requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

- Medi-Cal Site Certification
 - Speers (# 1760516702)
 - Middle Rincon (# 1528277969)
- Accreditation from the Joint Commission on Accreditation of Healthcare Organizations
- Certification by the State of California Department of Alcohol and Drug Programs
- Licensed by Community Care Licensing
 - # 01CK: 152 Middle Rincon Road, Santa Rosa, Ca. 95409
 - # 01CL: 429 Speers Road, Santa Rosa, Ca. 95409

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records

such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, appropriateness, and timeliness of the services being rendered under this contract.

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI activities *it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: R House

Contract Period: 7/01/2011 to 6/30/2012

Master Contract Number: 900895

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

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

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

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

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT										ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET	
	Direct Services √	Annualize Salary	Day Treatment		Day Treatment		Outpatient		Outpatient					TOTAL MASTER CONTRACT BUDGET
			Full Day Rehab. - Girls		Full Day Rehab. - Boys		Girls		Boys					
			Provisional Rate		Provisional Rate		Provisional Rate		Provisional Rate					
		RU# 01CK1	RU# 01CL1	RU# 01CK2	RU# 01CL2									
		BUDGET	BUDGET	BUDGET	BUDGET						BUDGET	BUDGET	BUDGET	
SALARIES & WAGES														
Executive Director		128,750	0.04	5,074	0.04	5,074	0.00	277	0.00	277	0.08	10,702		
Fiscal Dept (3)		48,867	0.12	5,778	0.12	5,778	0.01	316	0.01	316	0.26	12,188		
Human Resources/Admin Dept (2)		42,100	0.08	3,319	0.08	3,319	0.00	181	0.00	181	0.16	7,000		
Intake/Assessment Dept (2)		48,315	0.08	3,808	0.08	3,808	0.00	208	0.00	208	0.16	8,032		
Program Director		100,000	0.24	23,705	0.24	23,705	0.01	1,295	0.01	1,295	0.50	50,000		
Clinical Director	x	75,000	0.24	17,779	0.24	17,779	0.01	971	0.01	971	0.50	37,500		
Clinical Records/ Assessment	x	65,395	0.24	15,502	0.24	15,502	0.01	847	0.01	847	0.50	32,698		
Medical Records Tech	x	28,000	0.04	1,104	0.04	1,104	0.00	60	0.00	60	0.08	2,328		
Therapists (7)	x	54,771	1.66	90,885	1.66	90,885	0.09	4,964	0.09	4,964	3.50	191,698		
											0.00	0		
											0.00	0		
											0.00	0		
											0.00	0		
											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			2.74	166,954	2.74	166,954	0.13	9,119	0.13	9,119	5.74	352,146		3,635,329
Employee Benefits				30,553		30,553		1,669		1,669		64,444		
TOTAL SAL, WAGES & BENEFITS			2.74	197,507	2.74	197,507	0.13	10,788	0.13	10,788	5.74	416,590	0	3,635,329
OPERATING EXPENSES														
Household Supplies												0		
Food												0		
Office Expense				237		237		13		13		500		
Recreational Supplies												0		
Medical, Dental, Pharmaceutical Supplies												0		
Maintenance												0		
Structure				711		711		39		39		1,500		
Equipment												0		
Vehicles												0		
Utilities				2,844		2,844		155		155		5,998		
Communications				474		474		26		26		1,000		
Membership Dues												0		
Transportation				706		706		39		39		1,490		
Travel												0		
Training				948		948		52		52		2,000		
Professional & Specialized Services				8,605		8,605		470		470		18,150		
Insurance				1,896		1,896		103		103		3,998		
Taxes & Licenses				356		356		20		20		752		
Interest												0		
Rents & Leases												0		
Structure				9,909		9,909		541		541		20,900		
Equipment												0		
Vehicles												0		
Depreciation												0		
Structure												0		
Equipment												0		
Vehicles												0		
Miscellaneous												0		
Program Materials				237		237		13		13		500		
												0		
												0		
												0		
												0		
Other (Admin and Other columns only)														
TOTAL OPERATING EXPENSES				26,923		26,923		1,471		1,471		56,788	0	1,669,671
ADMIN												0	0	0
GROSS COST				224,430		224,430		12,259		12,259		473,378	0	5,305,000

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT				TOTAL MASTER CONTRACT	ADMIN	OTHER	AGENCY TOTAL
	Direct Services ✓	Annualize Salary	Day Treatment	Day Treatment	Outpatient	Outpatient				
			Full Day Rehab. - Girls	Full Day Rehab. - Boys	Girls	Boys				
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate				
		RU# 01CK1	RU# 01CL1	RU# 01CK2	RU# 01CL2	BUDGET	BUDGET	BUDGET	BUDGET	

REVENUE (SPECIFY):										
Sonoma County Mental Health		126,000	126,000	6,990	6,990	265,980				265,980
Fund-Raising		448	448			896				896
Federal Funding						0		3,693,000		3,693,000
State Funding						0		520,000		520,000
County Funding (other than Alameda)						0		346,000		346,000
Mis/Other						0		746,000		746,000
						0				0
						0				0
						0				0
						0				0
TOTAL REVENUE		126,448	126,448	6,990	6,990	266,876		0	5,305,000	5,571,876

NET COST		97,982	97,982	5,269	5,269	206,502		0	0	206,502
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RESIDENTIAL / DAY / OUTREACH										
TOTAL HOURS/DAYS		1,750	1,750			3,500				
COST PER HOUR/DAY		128.25	128.25							
COST PER MINUTE										

OUTPATIENT										
Case Management		SMA	2.02							
TOTAL HOURS						0				
COST PER HOUR				0.00	0.00					
COST PER MINUTE				0.00	0.00					
GROSS COST				0	0					

Mental Health Services		SMA	2.61							
TOTAL HOURS						0				
COST PER HOUR				0.00	0.00					
COST PER MINUTE				0.00	0.00					
GROSS COST				0	0					

Medication Support		SMA	4.82							
TOTAL HOURS				55	55	110				
COST PER HOUR				207.69	207.69					
COST PER MINUTE				3.46	3.46					
GROSS COST				11,423	11,423					

Crisis Intervention		SMA	3.88							
TOTAL HOURS				5	5	10				
COST PER HOUR				167.19	167.19					
COST PER MINUTE				2.79	2.79					
GROSS COST				836	836					

TOTAL OUTPATIENT HOURS				60	60	120				
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PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √	Annualize Salary	MASTER CONTRACT				TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
			Day Treatment	Day Treatment	Outpatient	Outpatient				
			Full Day Rehab. - Girls	Full Day Rehab. - Boys	Girls	Boys				
			Provisional Rate	Provisional Rate	Provisional Rate	Provisional Rate				
RU# 0ICK1	RU# 0ICL1	RU# 0ICK2	RU# 0ICL2							
			BUDGET	BUDGET	BUDGET	BUDGET				

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

TOTAL HOURS/DAYS	750	750	1,500
COST PER HOUR/DAY	128.25	128.25	
COST PER MINUTE			

OUTPATIENT

Case Management

TOTAL HOURS			0
COST PER HOUR		0.00	0.00
COST PER MINUTE		0.00	0.00
GROSS COST		0	0

Mental Health Services

TOTAL HOURS			0
COST PER HOUR		0.00	0.00
COST PER MINUTE		0.00	0.00
GROSS COST		0	0

Medication Support

TOTAL HOURS		30	30	60
COST PER HOUR		207.69	207.69	
COST PER MINUTE		3.46	3.46	
GROSS COST		6,231	6,231	

Crisis Intervention

TOTAL HOURS		5	5	10
COST PER HOUR		167.19	167.19	
COST PER MINUTE		2.79	2.79	
GROSS COST		836	836	

TOTAL OUTPATIENT HOURS

TOTAL O/P GROSS COST		7,067	7,067	14,133
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TOTAL COST		96,184	96,184	7,067	7,067	206,502
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REVENUE (SPECIFY):

						0
						0
						0
						0
						0
						0
						0
						0
TOTAL REVENUE		0	0	0	0	0

NET COST		96,184	96,184	7,067	7,067	206,502
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Preparation/Revision Date: 6-23-2011

COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR: R HOUSE INC		PERIOD: July 1, 2011 - June 30, 2012	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other	206,502		
C. ALAMEDA COUNTY - OTHER (specify dept)			
SUBTOTAL	206,502		
<u>II. OTHER SOURCES OF FUNDS</u>			
A. FEDERAL	3,693,000		
B. STATE	520,000		
C. COUNTY (other than Alameda) / CITY	611,980		
D. PATIENT / CLIENT FEES			
E. PRIVATE	896		
F. MISCELLANEOUS / OTHER	746,000		
SUBTOTAL	5,571,876		
GRAND TOTAL	5,778,378	4,051,919	1,726,459

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: Behavioral Health Care Services

Contractor Name: R House

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

This Agreement is made by the County of Alameda ("County") and R House, ("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 \$206,502 for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report.** On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.
3. **Final Contract Settlement.** Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.
4. **Audits and Disallowances.** Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. **Variances 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. General Provisions

A. The County will provide Cost Report data submitted to the State Department of Mental Health for Contractor's review. If Contractor has any adjustments that would impact the County Cost Report, including cost per unit of service,

Contractor must advise County prior to State Department of Mental Health acceptance of Cost Report.

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

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

Contractor: R House

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.

01CK1	Day Treatment Rehabilitation Full Day - Girls Program	Provisional Rate	750	128.25 per day
01CL1	Day Treatment Rehabilitation Full Day - Boys Program	Provisional Rate	750	128.25 per day
01CK2	Outpatient - Girls Program Medication Support Crisis Intervention	Provisional Rate	30 5	207.69 per staff hour 167.19 per staff hour
01CL2	Outpatient - Boys Program Medication Support Crisis Intervention	Provisional Rate	30 5	207.69 per staff hour 167.19 per staff hour

**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 Endorsements and Conditions:	
<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 - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MJ

DATE (MM/DD/YYYY)

01/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Petersen Ins Agency P. O. Box 3539 627 College Avenue Santa Rosa, CA 95402 Josh Johnsen	707-525-4150	CONTACT NAME:	
	707-525-4175	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	RHOUS-1
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK675528	01/25/11	01/25/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Emp Ben.	\$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK675528	01/25/11	01/25/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
								\$
A	UMBRELLA LIAB			PHUB333901	01/25/11	01/25/12	EACH OCCURRENCE	\$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PHPK675528	01/25/11	01/25/12	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab.			PHPK675528	01/25/11	01/25/12	Occ Limit	1,000,000
							Agg Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured per the attached endt.
CG2026 07/04.

CERTIFICATE HOLDER

Alameda County BHCS
Insurance Coordinator
2000 Embarcadero, Ste 302
Oakland, CA 94606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Alameda County BHCS 2000 Embarcadero, Suite 302 Oakland, CA

2011 JAN 27 PM 1:42

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2011

GROUP: 000488
POLICY NUMBER: 0001653-2011
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 04-01-2012
04-01-2011/04-01-2012

ALAMEDA COUNTY BHCS
2000 EMBARCADERO STE 302
OAKLAND CA 94606-5300

NC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

R HOUSE INC
PO BOX 2587
SANTA ROSA CA 95405

NC

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to §___ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with §___ 500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___ 235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **R House**.

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: R House

PRINCIPAL: Mimi Donohue

SIGNATURE: 

TITLE: Executive Director

DATE: 7/7/11

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **R & R Educational Homes**, a **Private Non Profit Corporation**, doing business at **P.O. Box 1622, El Cerrito, CA 94530**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2011** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance – Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **R & R Educational Homes**
P.O. Box 1622
El Cerrito, CA 94530

COUNTY: **Behavioral Health Care Services**
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

R & R Educational Homes
Contractor

P.O. Box 1622
Street Address


El Cerrito, CA 94530
City, State, Zip Code

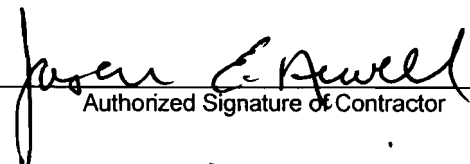
Date

68-0386415
Federal ID No.

Approved as to form:

Office of the County Counsel, Alameda County

By  _____
Deputy County Counsel

By  _____
Authorized Signature of Contractor

Executive Director
Title

7/7/11
Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	R & R Educational Homes, Inc (R&R)
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900896

I. Program Name

R & R Educational Homes, Inc.

II. Contracted Services

Outpatient Services:

- Mental Health Services
- Case Management/Brokerage
- Medication Support

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals among youth receiving services through this program:

- Increased continuity of mental health services for Alameda County youth placed in group homes in West Contra Costa County.
- Improved timely initiation of services, reduced travel time associated with receiving mental health services, and fewer missed appointments, due to the flexibility of on-site services.
- Reduced impairment in the areas of socialization, emotional/ mental health, physical health, and functional skills.
- Reduced number of unplanned discharges (seven and 14 day notices).
- Increased number of discharges to less restrictive placements.
- Improved relationships with biological or foster parents.

B. Target Population

Contractor shall serve the following populations.

1. Service Groups

Contractor shall serve male youth between the ages of 10 and 17 years, who are placed in Contractor's high-level group home in West Contra Costa County. These youth need treatment for mental health problems as a result of their history of abuse, neglect, and trauma.

2. Program Eligibility

Contractor shall only serve male youth between the ages of 10 to 17 years who meet the following eligibility requirements:

- Have full-scope Alameda County Medi-Cal;
- Meet medical necessity criteria established by Medi-Cal; and
- Have been referred by BHCS or Alameda County Social Services Agency (SSA).

3. Limitations of Service N/A

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels.

1. Program Design

Contractor's clinical modality shall be a cognitive behavioral therapeutic model that utilizes elements of aggression response training (ART). Contractor shall ensure that program staff are trained to base all activities and counseling on the strengths of clients. The strengths based model and pro-social design shall focus on positive reinforcement and limit setting, reinforced by the immediate element of moral reasoning rather than a punishment strategy. Contractor shall ensure that all Mental Health Resource Staff (MHRS) are trained on the basics of psychodynamic theory, Eriksonian developmental theories, and corresponding to Wellness Recovery Action Plan (WRAP) methods. Contractor shall utilize Epigenetic concepts in understanding and treating clients. Contractor's clinical service shall follow a client centered model, allowing the youth to play an informed and integral role in their treatment. Contractor's staff shall assist the client in assembling their support system and planning their goals.

Contractor's psychologist, psychiatrist, Therapists, MHRS staff, and clinical director shall work collaboratively when managing client diagnosis and the details of each client's Global Assessment of Functioning (GAF).

Contractor shall have a MHRS staff member on all shifts to address the multitude of youth with developmental and cognitive deficits. MHRS staff shall be assigned by the clinical director to support the clients most in need of comprehensive and coordinated mental health services at any point in time.

2. Referral Process to Program

Referrals shall be made by BHCS or Alameda County Social Services Agency (SSA).

3. Consumer/Client Flow

Services shall be provided in accordance with the following:

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Within 60 days
Intervention	Between Plan Development and Discharge
Reassessment	Every six months
Update of Plan and Intervention	Every six months

** Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

4. Discharge Criteria and Process

Client shall be voluntarily or involuntarily discharged if treatment goals have been met or because program policies/rules have been violated by the client. Contractor, through the treatment team, shall implement a transition plan. Discharges shall occur at the following timeline, 90-days for planned discharges and 14 for unplanned/emergency discharge. Prior to discharge, Contractor's clinical staff shall make recommendations specific to the client's need for further mental health treatment. Contractor's therapist and clinical director shall also read and approve the dispositional summary completed by the Services Coordinator.

5. Hours of Operation

Contractor shall maintain the following minimum hours of administrative operation:

- Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contractor shall also be available to provide services to clients 24 hours a day, seven day a week.

6. Service Delivery Sites

Services shall be provided at the following locations:

4244 Wall Avenue 4509 Taft Avenue
Richmond, CA Richmond, CA

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 agree to submit revised job

descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the deliverables, as follows.

During the contract period, Contractor shall provide a total of 2616 hours of Outpatient Services to 15 unduplicated clients. Services shall be provided in the totals identified on the Outpatient Services chart.

Outpatient Services	Annual Total: Staff Hours	Annual Total: Unduplicated Clients
Mental Health Services		
▪ Assessment/Evaluation	60	15
▪ Plan Development	100	15
▪ Collateral	505	15
▪ Individual/Group Therapy	509	15
▪ Family Therapy	53	8
▪ Rehabilitation	709	15
Subtotal	1936	15
Case Management/Brokerage	320	15
Medication Support	360	8
Total	2616	15

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures.

Contractor shall document improved relationships with biological or foster parents, as measured by an increase in the number of home visits and higher scores on parent-youth questionnaires.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall comply with any reporting requirements of County, State or Federal funding sources as a condition of funding. Contractor shall document achievement of program objectives by input of client data into the INSYST system, maintaining monthly records, and with client notes from clinical staff. Contractor shall submit any special reports requested by financial or program monitors.

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described above and as requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current:

- Medi-Cal Certification
- License/State Provider Number(s).
 - #01A8 : 4244 Wall Street, Richmond, Ca.
 - #01A7: 4509 Taft Street, Richmond, Ca.

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by the Department.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI activities *it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: R & R Educational Homes

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

Master Contract Number: 900896

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

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

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

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

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT							ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
	Direct Services ✓	Annualized Salary	Outpatient	Outpatient	TOTAL MASTER					
			Wall	Taft	CONTRACT					
			Provisional Rate	Provisional Rate						
		RU# 01A81	RU# 01A71							
		BUDGET	BUDGET	BUDGET		BUDGET	BUDGET	BUDGET		
SALARIES & WAGES										
Administrator		58,800	0.08	4,704	0.12	7,056	0.20	11,760		
Clinical Supervision		16,800	0.34	5,712	0.66	11,088	1.00	16,800		
Therapist	x	40,800	0.34	13,872	0.66	26,928	1.00	40,800		
Social Worker	x	70,000	0.18	12,600	0.42	29,400	0.60	42,000		
Services Coordinator	x	25,000	0.34	8,500	0.66	16,500	1.00	25,000		
Clerical Support/QA		0	0.34	0	0.66	0	1.00	0		
Resident Counselors								0.00		
Secretary								0.00		
								0.00		
								0.00		
								0.00		
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								0.00		
								0.00		
								0.00		
								0.00		
								0.00		
Other (Admin and Other columns only)									15,000	441,040
S/T Salaries & Wages			1.62	45,388	3.18	90,972	4.80	136,360		
Employee Benefits				7,262		14,566		21,818		
TOTAL SAL, WAGES & BENEFITS			1.62	52,650	3.18	105,528	4.80	158,178	15,000	441,040
OPERATING EXPENSES										
Household Supplies								0		
Food								0		
Office Expense				350		1,100		1,450		
Recreational Supplies								0		
Medical, Dental, Pharmaceutical Supplies				200		417		617		
Maintenance								0		
Structure				2,000		4,000		6,000		
Equipment				200		400		600		
Vehicles								0		
Utilities				3,500		6,500		10,000		
Communications				2,000		5,500		7,500		
Membership Dues								0		
Transportation				1,000		2,000		3,000		
Travel								0		
Training				675		1,200		1,875		
Professional & Specialized Services				12,000		24,000		36,000		
Insurance				5,000		9,000		14,000		
Taxes & Licenses								0		
Interest								0		
Rents & Leases								0		
Structure				12,350		12,350		24,700		
Equipment								0		
Vehicles								0		
Depreciation								0		
Structure								0		
Equipment								0		
Vehicles								0		
Miscellaneous								0		
Accountant				1,626		1,626		3,252		
								0		
								0		
								0		
								0		
Other (Admin and Other columns only)									10,200	157,100
TOTAL OPERATING EXPENSES				40,901		88,093		108,994	10,200	157,100
ADMIN				2,687		5,028		7,715	(25,200)	17,485
GROSS COST				96,238		178,649		274,887	0	615,625
										890,512

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services ✓		Annualized Salary		MASTER CONTRACT			ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
					Outpatient	Outpatient	TOTAL MASTER CONTRACT BUDGET			
					Wall	Taft				
					Provisional Rate RU# 01A81	Provisional Rate RU# 01A71	BUDGET			

REVENUE (SPECIFY):												
BHCS										0	0	
AFDC									574,000		574,000	
Donation									42,000		42,000	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
TOTAL REVENUE										0	0	
NET COST				96,238		178,649		274,887		0	(375)	274,512

RESIDENTIAL / DAY / OUTREACH											
TOTAL HOURS/DAYS											
COST PER HOUR/DAY											
COST PER MINUTE											

OUTPATIENT										
Case Management SMA 2.02										
TOTAL HOURS				100		220				320
COST PER HOUR				80.74		71.79				
COST PER MINUTE				1.35		1.20				
GROSS COST				8,074		15,793				
Mental Health Services SMA 2.61										
TOTAL HOURS				605		1,331				1,936
COST PER HOUR				104.33		92.76				
COST PER MINUTE				1.74		1.55				
GROSS COST				63,117		123,457				
Medication Support SMA 4.82										
TOTAL HOURS				130		230				360
COST PER HOUR				192.66		171.30				
COST PER MINUTE				3.21		2.85				
GROSS COST				25,046		39,398				
Crisis Intervention SMA 3.88										
TOTAL HOURS										0
COST PER HOUR				0.00		0.00				
COST PER MINUTE				0.00		0.00				
GROSS COST				0		0				
TOTAL OUTPATIENT HOURS				835		1,781				2,616

PLEASE ENTER WHOLE DOLLARS ONLY			MASTER CONTRACT			ADMIN	OTHER	AGENCY TOTAL
	Direct Services √	Annualized Salary	Outpatient	Outpatient	TOTAL MASTER CONTRACT			
			Wall	Taft				
			Provisional Rate	Provisional Rate				
			RU# 01A81	RU# 01A71				
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET		

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

TOTAL HOURS/DAYS							
COST PER HOUR/OAY							
COST PER MINUTE							

OUTPATIENT

Case Management							
TOTAL HOURS			100	220	320		
COST PER HOUR			80.74	71.79			
COST PER MINUTE			1.35	1.20			
GROSS COST			8,074	15,793			

Mental Health Services

TOTAL HOURS			605	1,331	1,936		
COST PER HOUR			104.33	92.76			
COST PER MINUTE			1.74	1.55			
GROSS COST			63,117	123,457			

Medication Support

TOTAL HOURS			130	230	360		
COST PER HOUR			192.66	171.30			
COST PER MINUTE			3.21	2.85			
GROSS COST			25,046	39,398			

Crisis Intervention

TOTAL HOURS			0	0	0		
COST PER HOUR			0.00	0.00			
COST PER MINUTE			0.00	0.00			
GROSS COST			0	0			

TOTAL OUTPATIENT HOURS			835	1,781	2,616		
TOTAL O/P GROSS COST			98,238	178,649	274,887		
TOTAL COST			98,238	178,649	274,887		

REVENUE (SPECIFY):

						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
TOTAL REVENUE			0	0	0	0	

NET COST			98,238	178,649	274,887		
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Preparation/Revision Date:

COMPOSITE AGENCY BUDGET REVENUE/EXPENSE SUMMARY

CONTRACTOR: R & R Educational Homes		PERIOD: FY 11-12	
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS	
REVENUE CATEGORIES		EXPENDITURE CATEGORIES	
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>
<u>I. ALAMEDA COUNTY ALLOCATED FUNDS</u>			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - SAMHSA			
Mental Health - Other	274,887		
C. ALAMEDA COUNTY - OTHER			
SUBTOTAL	274,887		
<u>II. OTHER SOURCES OF FUNDS</u>			
A. FEDERAL			
B. STATE	574,000		
C. COUNTY (other than Alameda) / CITY			
D. PATIENT / CLIENT FEES			
E. PRIVATE			
F. MISCELLANEOUS / OTHER	42,000		
SUBTOTAL	616,000		
GRAND TOTAL	890,887	614,218	276,294

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: <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 - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/29/2011PRODUCER Phone: (626) 815-1550 Fax: (626) 815-1552
CHARITY ONE INSURANCE AGENCY, INC.
680 E ALOSTA STE 104
AZUSA CA 91702

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.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0E81017

INSURED
R&R EDUCATIONAL HOMES
P.O BOX 1622
EL CERRITO CA 94530

INSURER A: Nonprofit Insurance Alliance of CA

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	2011-06254-NPO	02/24/11	02/24/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 20,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG.	\$ 2,000,000
A		AUTOMOBILE LIABILITY	2011-06254-NPO	02/24/11	02/24/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1106492	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A		OTHER: Professional Liability	2011-06254-NPO	02/24/11	02/24/12	\$1,000,000 per occ \$2,000,000 Agg	
		Improper Sexual Conduct				\$250,000 per claim \$250,000 agg	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
CERTIFICATE HOLDER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECTS TO CLAIMS ARISING OUT OF THE NAMED INSURED'S OPERATION.**CERTIFICATE HOLDER****CANCELLATION**Alameda County BHCS
Behavioral Health Care Services
2000 Embarcadero, Suite 302
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Claudia A. Ford
Claudia A. Ford

Attention:

ACORD 25 (2001/08)

Certificate # 5202

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Alameda County BHCS
Behavioral Health Care Services
2000 Embarcadero, Suite 302
Oakland, CA 94606

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CERTIFICATE HOLDER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECTS TO CLAIMS ARISING OUT OF THE NAMED INSURED'S OPERATION.

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: Behavioral Health Care Services

Contractor Name: R & R Educational Homes

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

This Agreement is made by the County of Alameda ("County") and R & R Educational Homes, ("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 \$ 274,887 for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.

2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.

3. **Final Contract Settlement**. Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.

4. **Audits and Disallowances**. Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. **Variances 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. General Provisions

- 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: R & R Educational Homes
Contract Period: 7/1/2011 to 6/30/2012
Master Contract Number: 900896

Exhibit B-1
Page 6

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.

**S.A.N. CONTRACT
RATE SHEET
FY 11/12**

Contractor: R & R Educational Homes

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.

01A81	Outpatient / Wall	Provisional Rate		
	Case Management		100	80.74 per staff hour
	Mental Health Services		605	104.33 per staff hour
	Medication		130	192.66 per staff hour
01A71	Outpatient / Taft	Provisional Rate		
	Case Management		220	71.79 per staff hour
	Mental Health Services		1331	92.76 per staff hour
	Medication		230	171.30 per staff hour

**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.

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___. 500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___. 235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

Revised 8/20/2008

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 **R & R Educational Homes**.

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: R & R Educational Homes

PRINCIPAL: Jason Newell

TITLE: Executive Director

SIGNATURE: 

DATE: 7/7/11

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County," and **Victor Community Support Services, Inc.**, a **Private Non Profit Corporation**, doing business at **P.O. Box 5361, Chico, CA 95927**, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the 1st day of July, 2011 and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements– Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment – Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as

required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. Termination Provisions.

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.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. Compliance with Laws. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act of behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Victor Community Support Services, Inc.**
P.O. Box 5361
Chico, CA 95927

COUNTY: **Behavioral Health Care Services**
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

President
Board of Supervisors

Victor Community Support Services, Inc.
Contractor

P.O. Box 5361
Street Address

Chico, CA 95927
City, State, Zip Code

Date

43-1959837
Federal ID No.

Approved as to form:

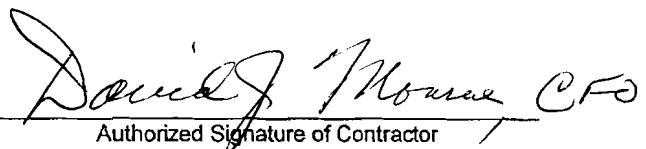
Office of the County Counsel, Alameda County

By



Deputy County Counsel

By



Authorized Signature of Contractor

CFO

Title

7/12/11

Date

EXHIBIT A (a)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Victor Community Support Services
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900897

I. Program Name

Foster Care Assessment and Treatment - RU# 01EZ1

II. Contracted Services

- Mental Health Services
- Case Management
- Medication Support
- Crisis Intervention

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services with the goal of helping clients to make positive changes in behavior, step down to a lower level of care, and function in the community.

B. Target Population

Contractor shall serve the following populations.

1. Priority Groups

Contractor shall focus on providing services to the following priority groups: Alameda County children and youth from birth up to age 21 in foster care (both CFS and Probation youth), the adoptive assisted program (AAP) or Kinship Care currently residing in San Joaquin County within a 50 mile radius of Stockton, CA.

2. Program Eligibility

Contractor shall only serve Alameda County dependents or wards of the court who have full-scope Medi-Cal and meet medical necessity criteria to receive services under EPSDT (Early Periodic Screening, Diagnosis and Treatment).

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 outpatient mental health services as defined under the Medi-Cal Rehabilitative Option to Alameda County clients. These services shall include assessment, evaluation, collateral, therapy, rehabilitation, plan development, targeted case management/brokerage services, crisis intervention and medication support as needed. Contractor shall provide these services in the home, school, community or Contractor's Stockton clinic

2. Referral Process to Program

Screening and referrals to the program shall be made by the Alameda County Social Services Agency (SSA) Children and Family Services Department and the Alameda County Probation Department.

3. Consumer/Client Flow

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

* *Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

4. Discharge Criteria and Process

The discharge process will be a collaborative effort between the Contractor, BHCS, SSA Children and Family Services Department, and the Alameda County Probation Department. Contractor shall work cooperatively with the Alameda County Departments and complete any written discharge instructions as requested by BHCS.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Monday through Friday: 8:00 a.m. to 5:00 p.m.

6. Service Delivery Site

Contractor shall provide services at the following location:

Victor Community Support Services - Stockton Clinic
 2495 W. March Lane #125,
 Stockton, CA 95207

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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide services and deliverables, as follows.

Outpatient Services		Annual Total Staff Hours	Annual Total Unduplicated Clients
Mental Health Services	Assessment	1,873	54
	Evaluation		
	Collateral		
	Plan Development		
	Individual Therapy		
	Individual Rehabilitation		
	Group Therapy		
Group Rehabilitation			
Case Management/Brokerage		98	54
Medication Support		67	54
Crisis Intervention		3	54
Total		2,041	54

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

B. Outcome Measures

N/A in FY 11-12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the INSYST system, and submit any special reports requested by financial or program monitors.

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

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current Medi-Cal certification.

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of BHCS's Office of Quality Assurance. This plan is available on-site for review by BHCS.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

EXHIBIT A (b)

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	Victor Community Support Services
Contract Period	July 1, 2011 – June 30, 2012
Type of Contract	Master
Contract Number	900897

I. Program Name

Therapeutic Behavioral Services (TBS) - RU# 01EZ2

II. Contracted Services

Therapeutic Behavioral Services (TBS)

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services with the goal of helping clients to make positive changes in behavior, step down to a lower level of care, and function in the community.

B. Target Population

Contractor shall serve the following populations.

1. Priority Groups

Contractor shall focus on providing services to the following priority groups: Alameda County children and youth from birth up to age 21 in foster care (both CFS and Probation youth), the adoptive assisted program (AAP) or Kinship Care, currently residing in San Joaquin County within a 50 mile radius of Stockton, CA.

2. Program Eligibility

Contractor shall only serve Alameda County dependents or wards of the court who have full-scope Medi-Cal and meet medical necessity to receive services under EPSDT (Early Periodic Screening, Diagnosis and Treatment).

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 Therapeutic Behavioral Services (TBS) to Alameda County clients identified by the Alameda County Social Services Agency Services Coordinator. Contractor shall render services as delineated in the TBS Authorization and Client Plan. The treatment plan shall specify the service and hours per day they are needed. The plan shall also note the duration of services in months.

Contractor shall conduct an assessment of need within 30 days of the community education services (CES) opening. This assessment shall be documented in the initial Personal Service Strategy document. Contractor shall provide structure and support to the youth participating in the TBS program, assist the youth in development of self-directed appropriate behavior, minimize impulsivity, increase social and community competencies, serve as a positive role model, and enable proactive participation in community services.

Contractor shall provide these services in the home, school, community or Victor Community Support Services-Stockton clinic

2. Referral Process to Program

Screening and referrals to the program shall be made by the Alameda County Social Services Agency (SSA) Children and Family Services Department and the Alameda County Probation Department. All services must be approved by the BHCS TBS Coordinator.

3. Consumer/Client Flow

Milestone Activity	Timing
Intake/Assessment	Upon Referral to Program
Plan Development*	Upon completion of Intake/Assessment
Intervention	Between Plan Development and Discharge
Reassessment	Periodically
Update of Plan and Intervention	Following Reassessment

* *Plan Development shall be strength-based; conducted in partnership with the client and family whenever possible; and include clear goals, objectives and criteria for graduation/voluntary discharge from the program.*

In FY 11/12, Contractor shall work with BHCS to develop a more detailed description of client flow through this program in either a tabular or graphical format.

4. Discharge Criteria and Process

The discharge process will be a collaborative effort between the Contractor, BHCS, SSA Children and Family Services Department, and the Alameda County Probation Department. Contractor shall work cooperatively with the Alameda County Departments and complete any written discharge instructions as requested by BHCS.

5. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Monday through Friday: 8:00 a.m. to 5:00 p.m.

6. Service Delivery Site

Contractor shall provide services at the following location:

Victor Community Support Services - Stockton Clinic
2495 W. March Lane #125,
Stockton, CA 95207

D. Minimum Staffing Qualifications

Contractor shall have and maintain 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 agree to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with BHCS.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide services and deliverables, as follows.

Outpatient Services	Annual Total Staff Hours	Annual Total Unduplicated Clients
Mental health - TBS	50	29
Total	50	29

B. Outcome Measures

N/A in FY 11-12.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall input client data into the DNSYST system, and submit any special reports requested by financial or program monitors.

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

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

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

Contractor shall submit the annual report to BHCS based on the prior year's work by July 10th of each year. Contractor's annual report shall contain information as described and requested by BHCS in letters sent to the Contractor during the year.

B. Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current Medi-Cal certification.

B. Other Requirements

1. Confidentiality of Health Information

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

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

Contractor shall disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for

purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

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

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

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

2. Quality Assurance

Contractor shall have and maintain a Quality Assurance Plan meeting the requirements of the Department's Office of Quality Assurance. This plan is available on-site for review by BHCS.

3. Organizational Chart

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

4. Additional Terms and Conditions

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

- Addendum for Quality Assurance; and
- Exhibit A-1: Additional Terms and Conditions.

ADDENDUM

QUALITY ASSURANCE

As the Alameda County Behavioral Health Plan, California law imposes upon us the duty and responsibility of monitoring and evaluating the quality of services provided through the Plan. In Alameda County this is accomplished through our Quality Management and Improvement Program.

ACBHP may delegate certain quality improvement activities to organizational providers or other contractors. Such a delegation would be deemed a performance of QI activities on behalf of ACBHP, and the delegation must be done formally by way of contract.

In cases where ACBHP has determined it appropriate to delegate QI activities *it must be done in conjunction with structures and mechanisms that will facilitate ACBHP oversight of these activities*. The organization must conduct these activities in accordance with ACBHP's standards and expectations, which will be made available to the organization. These structures, mechanisms and standards are essential to the provision of comparable and consistent services being rendered to Alameda County Beneficiaries by our Provider Network.

This contract clearly identifies, below, the delegated QI responsibilities, if any. Unless your organization is certified or accredited by JCAHO/NCQA, your organization is delegated QI activities and these activities will be monitored by ACBHP to ensure compliance with the Plan's standards and expectations. This monitoring will be accomplished through a variety of means including, but not limited to, quarterly reports to ACBHP addressing areas specified by ACBHP, audits of medical records, participation in your organizations peer review body and/or quality assurance and improvement meetings, performance of formalized case reviews of particular events, and such other intervention as deemed necessary and appropriate by ACBHP in light of the particular circumstances. This oversight shall be done in a manner that respects the confidentiality of quality improvement/assurance and peer review information and records.

If monitoring reveals deficiencies in the delegate's QI processes, clinical care and services or beneficiary's services, ACBHP will intervene to establish priorities and to assist your organization in its correction of the problem(s).

If problems cannot, in the judgment of ACBHP, be corrected by your organization, or if your organization fails to cooperate in ACBHP's oversight of your organization's performance of delegated QI activities, ACBHP may without further discussion or negotiation revoke the delegation arrangement and directly conduct the QI activity.

If your organization is certified or accredited by JCAHO/NCQA, ACBHP may assume that your organization is carrying out its quality assurance responsibilities in accordance with these accrediting agency standards. In those cases, ACBHP determine that your organization need not be annually audited but that it need only provide quarterly reports to ACBHP to the limited degree necessary for ACBHP to conclude that standards are being met. Notwithstanding this, should ACBHP be in receipt of information suggesting that standards are not being met, your organization agrees to submit to a full audit and evaluation and to otherwise cooperate with ACBHP as directed.

A failure on the part of your organization to comply with the terms of this Section 3.8(e) shall constitute a material breach of this Agreement, entitling the County to immediately terminate this Agreement and/or pursue any and all legal remedies. Your organization understands that any such breach shall be reported to the appropriate agencies of the State of California as required by law or contract.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

General Provisions

Contracting Department: Behavioral Health Care Services

Contractor Name: Victor Community Support Services, Inc.

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

Master Contract Number: 900897

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

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

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

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

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

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

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

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

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

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

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

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

- Family Therapy by a LPHA (licensed or waived clinician)
 - Up to four (4) times per month
- Medication Support by a Psychiatrist or Nurse (within their scope of practice)
 - Up to two (2) times per month

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

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

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

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

PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT								ADMIN	OTHER	AGENCY TOTAL
	Direct Services √	Annualized Salary	Outpatient Services		TBS		TOTAL SAN CONTRACT				
			Provisional Rate		Provisional Rate						
			RU # 01EZ1		RU # 01EZ2						
			BUDGET		BUDGET		BUDGET				
		0.976229397		0.0237706							
SALARIES & WAGES			FTE		FTE		FTE				
Program Director	87,720	0.04666	4,093	0.00114	100	0.05	4,193				
Clinical Supervisor	73,464	0.2441	17,929	0.00594	437	0.25	18,366				
Clinician	72,144	0.98	70,429	0.02	1,715	1.00	72,144				
Mental Health Rehab Specialist	39,734	0.98	38,789	0.02	945	1.00	39,734				
Program Administrative Support	72,992	0.18686	13,624	0.00454	332	0.19	13,956				
						0.00	0				
						0.00	0				
						0.00	0				
						0.00	0				
						0.00	0				
Other (Admin and Other columns only)								2,161,077	21,335,757		
S/T Salaries & Wages		2.43	144,866	0.06	3,527	2.49	148,393				
Employee Benefits			58,444			1,423	59,867				
TOTAL SAL, WAGES & BENEFITS		2.43	203,309	0.06	4,950	2.49	208,260	2,161,077	21,335,757		23,705,094

OPERATING EXPENSES										
Household Supplies										0
Food										0
Telephone % Postage			4,037			98				4,135
Office Supplies			2,458			60				2,518
Medical, Dental, Pharmaceutical Supplies										0
Maintenance										0
Structure			1,868			45				1,913
Equipment			3,939			96				4,035
Vehicles			771			19				790
Utilities			1,065			26				1,091
Communications										0
Membership Dues										0
Transportation			6,265			152				6,407
Travel			1,263			31				1,294
Training			1,438			35				1,471
Professional & Specialized Services			26,820			653				27,473
Insurance			677			16				693
Taxes & Licenses										0
Interest										0
Rents & Leases										0
Structure			8,546			208				8,754
Equipment			313			8				321
Vehicles										0
Depreciation										0
Structure			2,299			56				2,355
Equipment			473			12				485
Vehicles			474			12				486
Miscellaneous			1,700			41				1,741
										0
										0
										0
										0
										0

PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT							
	Direct Services ✓	Annualized Salary	Outpatient Services	TBS	TOTAL SAN CONTRACT BUDGET	ADMIN	OTHER	AGENCY TOTAL
			Provisional Rate	Provisional Rate		BUDGET	BUDGET	BUDGET
			RU # 01EZ1	RU # 01EZ2				
			BUDGET	BUDGET				
			0.976229397	0.0237706				
Other (Admin and Other columns only)						720,743	7,208,223	
TOTAL OPERATING EXPENSES			64,394	1,568	65,962	720,743	7,208,223	7,994,928
ADMIN			26,770	652	27,422	(2,881,820)	2,854,398	0
GROSS COST			294,474	7,170	301,644	0	31,398,378	31,700,022
REVENUE (SPECIFY):								
					0			0
Other Mental Health Contracts					0		31,398,378	31,398,378
					0			0
					0			0
TOTAL REVENUE			0	0	0	0	31,398,378	31,398,378
NET COST			294,474	7,170	301,644	0	(0)	301,644
RESIDENTIAL / DAY / OUTREACH								
TOTAL HOURS/DAYS								
COST PER HOUR/DAY								
COST PER MINUTE								
OUTPATIENT								
Case Management		SMA 2.02						
TOTAL HOURS			98	0	98			
COST PER HOUR (not incl. Client Supportive Expenditures)			109.73	0.00				
COST PER MINUTE (not incl. Client Supportive Expenditures)			1.83	0.00				
GROSS COST			10,753	0				
Mental Health Services		SMA 2.61			SMA Cap 156.60			
TOTAL HOURS			1,873	50	1,923			
COST PER HOUR (not incl. Client Supportive Expenditures)			141.78	143.40				
COST PER MINUTE (not incl. Client Supportive Expenditures)			2.36	2.39				
GROSS COST			265,546	7,170				
Medication Support		SMA 4.82						
TOTAL HOURS			67	0	67			
COST PER HOUR (not incl. Client Supportive Expenditures)			261.82	0.00				
COST PER MINUTE (not incl. Client Supportive Expenditures)			4.36	0.00				
GROSS COST			17,542	0				
Crisis Intervention		SMA 3.88						
TOTAL HOURS			3	0	3			
COST PER HOUR (not incl. Client Supportive Expenditures)			210.76	0.00				
COST PER MINUTE (not incl. Client Supportive Expenditures)			3.51	0.00				
GROSS COST			632	0				
TOTAL OUTPATIENT HOURS			2,041	50	2,091			

PLEASE ENTER WHOLE DOLLARS ONLY	MASTER CONTRACT								
	Direct Services ✓	Annualized Salary	Outpatient Services	TBS	TOTAL SAN CONTRACT BUDGET	ADMIN	OTHER	AGENCY TOTAL	
			Provisional Rate	Provisional Rate		BUDGET	BUDGET	BUDGET	BUDGET
			RU # 01EZ1	RU # 01EZ2					
			BUDGET	BUDGET					
			0.976228397	0.0237706					

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH

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

OUTPATIENT

Case Management

TOTAL HOURS		98	0	98
COST PER HOUR (not incl. Client Supportive Expenditures)		109.73	0.00	
COST PER MINUTE (not incl. Client Supportive Expenditures)		1.83	0.00	
GROSS COST		10,753	0	

Mental Health Services

SMA Cap 156.60

TOTAL HOURS		1,873	50	1,923
COST PER HOUR (not incl. Client Supportive Expenditures)		141.78	143.40	
COST PER MINUTE (not incl. Client Supportive Expenditures)		2.36	2.39	
GROSS COST		265,546	7,170	

Medication Support

TOTAL HOURS		67	0	67
COST PER HOUR (not incl. Client Supportive Expenditures)		261.82	0.00	
COST PER MINUTE (not incl. Client Supportive Expenditures)		4.36	0.00	
GROSS COST		17,542	0	

Crisis Intervention

TOTAL HOURS		3	0	3
COST PER HOUR (not incl. Client Supportive Expenditures)		210.76	0.00	
COST PER MINUTE (not incl. Client Supportive Expenditures)		3.51	0.00	
GROSS COST		632	0	

TOTAL OUTPATIENT HOURS		2,041	50	2,091
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TOTAL COST (incl. Client Supportive Expenditures)		294,474	7,170	301,644
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REVENUE (SPECIFY):

				0
				0
				0
				0
				0
TOTAL REVENUE		0	0	0

NET COST		294,474	7,170	301,644
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Preparation/Revision Date: 6/28/11

**COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY**

CONTRACTOR: Victor Community Support Services, Inc.		PERIOD: FY 11-12			
SOURCES OF FUNDS	TOTAL	APPROPRIATION REQUIREMENTS			
REVENUE CATEGORIES		EXPENDITURE CATEGORIES			
		<i>Salaries & Benefits</i>	<i>Services & Supplies</i>		
I. ALAMEDA COUNTY ALLOCATED FUNDS					
A. ALCOHOL & DRUGS					
Federal					
B. MENTAL HEALTH					
Federal - IDEA					
Federal - SAMHSA					
Mental Health - Other	301,644				
C. ALAMEDA COUNTY - OTHER (specify dept)					
SUBTOTAL	301,644				
II. OTHER SOURCES OF FUNDS					
A. FEDERAL					
B. STATE					
C. COUNTY (other than Alameda) / CITY	31,398,378				
D. PATIENT / CLIENT FEES					
E. PRIVATE					
F. MISCELLANEOUS / OTHER					
SUBTOTAL	31,398,378				
GRAND TOTAL	31,700,022	23,705,094	7,994,928		

EXHIBIT B-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Terms and Conditions of Payment

Contracting Department: Behavioral Health Care Services

Contractor Name: Victor Community Support Services, Inc.

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

This Agreement is made by the County of Alameda ("County") and Victor Community Support Services, Inc., ("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 \$ 301,644 for services.

Provisional Rate

Remuneration is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. Final reimbursement shall be based on Contractor's actual cost per unit, not to exceed the lesser of: a) actual cost per unit of service; b) Contractor's published charges; or c) the Medi-Cal maximum reimbursement rate or other cap set by Alameda County Behavioral Health Care Services; less any deductible revenues collected by the Contractor from other payment sources, as well as any County cost included in Contractor's Legal Entity Section of the State Department of Mental Health Cost Report submission. Total actual cost per unit will be determined by the submission of an acceptable year-end Cost Report from the Contractor. Reimbursable services under the Contract are set forth in Exhibit B-1, Attachment A. Timeframe for final remuneration will be determined by an acceptable State Department of Mental Health year-end Cost Report in the form of a finalized MH 1930 – Final Short Doyle Claim for Reimbursement and MH1931 – Cost Report/Claims Paid Comparison Final Reimbursement after final DMH Reconciliation.

Contractor:
Contract Period:
Master Contract Number:

Victor Community Support Services, Inc.
7/01/2011 to 6/30/2012
900897

Exhibit B-1
Page 2

1. **Reimbursement Method(s)**. County shall make monthly payments to Contractor pursuant to Contractor's submitted invoices which are based on the rates in **Exhibit B-1, Attachment A** less Other Health Insurance and/or Medicare revenues collected as indicated herein.
2. **Annual Cost Report**. On a prospective basis following execution of this Agreement by the Parties, Contractor is required to submit to the County an Annual Cost Report. In order for Contractor to complete the Annual Cost Report, County will prepare and provide a Cost Report Instruction Letter which will be based upon receipt of the Annual Cost Report instructions and forms as received from the State, and any complimentary instructions thereto, and which will instruct Contractor on how to complete the Cost Report including due dates for submission. This Cost Report Instruction Letter will be distributed to Contractor within a reasonable timeframe which will allow Contractor to perform its obligations under the Contract. To facilitate the Cost Report accounting, Contractor shall provide, in a format designated by the County, a year-end Cost Report which will compare actual to budgeted expenses, revenues and utilization and, the amount of reimbursement received pursuant to the Contract. In the event that Contractor does not submit such annual Cost Report by the due date contained in the Cost Report Instruction Letter, County may hold in abeyance, at its option, all payments for reimbursement under the Contract upon ten (10) days' written notice of same to Contractor.
3. **Final Contract Settlement**. Reimbursement is subject to the conditions specified herein and, shall be made after County's submission of an acceptable year-end Cost Report to the State Department of Mental Health. The term "acceptable", shall be understood as a year-end cost report that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement. Should the Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to submitted invoices, County agrees to reimburse said difference to Contractor within sixty (60) calendar days of submission of Final Contract Settlement to Contractor.
4. **Audits and Disallowances**. Contractor's records shall be subject to audit by County and applicable State and Federal Authorities. Any disallowances and/or penalties resulting from said audits will be the sole responsibility of Contractor. This will include the responsibility for any and all remuneration to the State. Notwithstanding any other provision of this Contract, should the disallowance and/or penalties be the result of: (1) the County's negligence or intentional acts or omissions as it relates to the Cost Report; or (2) Contractor's compliance with the written directions, guidelines, policies or instructions of the County, the County will indemnify Contractor as set forth in 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. **General Provisions**

- 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:
Contract Period:
Master Contract Number:

Victor Community Support Services, Inc.
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900897

Exhibit B-1
Page 6

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.

**S.A.N. CONTRACT
RATE SHEET
FY 11-12**

Contractor: Victor Community Support Services, Inc.

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.

01EZ1	Outpatient	Provisional Rate		
	Case Management		98	109.73 per staff hour
	Mental Health Services		1,873	141.78 per staff hour
	Medication Support		67	261.82 per staff hour
	Crisis Intervention		3	210.76 per staff hour
01EZ2	TBS	Provisional Rate	50	143.40 per staff hour

**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 Endorsements and Conditions: <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 - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

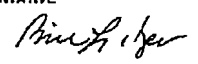
PRODUCER Intercare Insurance Solutions 5375 Mira Sorrento, Suite 550 San Diego CA 92121	CONTACT NAME: PHONE (A/C No. Ext): 858-373-6908 FAX (A/C No.): 916-781-6389 E-MAIL: ADDRESS: obane@intercaresolutions.com PRODUCER CUSTOMER ID #: VICTO-1													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits Ins. Alliance of Ca</td> <td></td> </tr> <tr> <td>INSURER B: Victory Comp. Inc.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Ins. Alliance of Ca		INSURER B: Victory Comp. Inc.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B: Victory Comp. Inc.														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Victor Comm Support Svcs. PO Box 5361 Chico CA 95927-5361														

COVERAGES CERTIFICATE NUMBER: 520486272 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual <input type="checkbox"/> Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			201111109NPO	6/1/2011	6/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/DP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201111109NPO	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			201111109UMB	6/1/2011	6/1/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 XS over \$SexualAbuse \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0160030705	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			201111109NPO	6/1/2011	6/1/2012	\$1,000,000 Per Person \$3,000,000 Policy Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named as additional insureds per the attached endorsement.

CERTIFICATE HOLDER Alameda County-BHCS Insurance Coordinator 2010 Embarcadero #302 Oakland CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

COMMUNITY-BASED ORGANIZATION

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 those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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:** non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards 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 of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 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 A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources 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.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also 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 prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
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, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

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 **Victor Community Support Services, Inc.**

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: Victor Community Support Services, Inc.

PRINCIPAL: Fredi-Ruth Levitt

TITLE: Executive Director

SIGNATURE: 

DATE: 7/12/11