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REVISED

November 6, 2012

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**Subject: Approval of Agreement with Social Solutions, Inc. for software license renewal and related technical support**

**RECOMMENDATION**

1. Approve the Agreement with Social Solutions, Inc. (Procurement Contract No. 8448; Principal: Stephen W. Egan, Chief Financial Officer; Location Baltimore, MD), for the period of September 1, 2012 through August 31, 2013, in the amount of \$23,440, for the renewal of the Efforts to Outcomes software license, serving as the ongoing database for School Health Service of Health Care Services Agency, and providing related technical support services
2. Authorize the Director of the Health Care Services Agency or his designee to execute the Effort To Outcomes Software Vendor Sub-License Agreement

**SUMMARY/DISCUSSION/FINDINGS**

The Efforts to Outcomes (ETO) Software from Social Solutions, Inc. continues to serve as the web-based database for Our Kids Our Families Program and School Health Centers Program of School Health Services, HCSA for the 6<sup>th</sup> year. In order to renew the ETO Database, and obtain data sharing technical assistance to improve the program planning, coordination and evaluation for School Health Services programs, your approval of this annual renewal agreement is requested.

The funds for this contract will cover the annual licensing fee for 37 accounts at school sites for data support and database maintenance. It will also cover the cost of developing new custom reports to support data evaluation.

Honorable Board of Supervisors  
November 6, 2012  
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**SELECTION PROCESS**

*In 2007, HCSA hired a consultant in partnership with the Alameda County Information Technology Department to develop a technical Request for Proposals (RFP) seeking a new software vendor to support the program evaluation for the School-Based Health Centers and the OUR KIDS Program. Cityspan, Welligent, Inc., Integrity by Design, Inc., and Social Solutions, Inc. responded to the RFP. The Review Committee comprised of UCSF, ITD and HCSA staff, ranked these four vendors by functionality and one-time and ongoing cost of the software. Social Solutions ranked the highest out of the four vendors in the final score.*

*A SLEB waiver has been approved by the General Services Agency for Social Solutions. A waiver number is not required as this contract amount is under \$25,000.*

**FINANCING**

Financing for this contract comes from Tobacco Master Settlement funding, which has been incorporated in the FY 2012-13 budget approved by your Board. Approval of this contract will have no impact on net County cost.

Sincerely,



Alex Briscoe, Director  
Health Care Services Agency

CC: County Administrator  
Auditor-Controller  
County Counsel  
Director of Children & Youth Initiatives  
SHS Director

## **AGREEMENT TO RETAIN ETO SOFTWARE® AND RELATED SERVICES FROM SOCIAL SOLUTIONS INC.**

This Agreement is by and between the County of Alameda, hereinafter referred to as the "County" and/or "Licensee", and Social Solutions Inc. hereinafter referred to as the "Contractor" and/or "Licensor". The term of this Agreement is September 1, 2012 to August 31, 2013.

It is agreed that County does hereby retain Contractor to continue to provide the Software and services more fully described below. Further Contractor accepts its engagement by the County and the additional provisions set forth in the exhibits listed below which are incorporated into this Agreement by reference:

Exhibit A-1	ETO Software Vendor Sub-License Agreement
Exhibit A-2	List of Approved Vendors Using Social Solutions ETO Software
Exhibit B	Terms and Conditions of Payment/Budget
Attachment B-1	Social Solutions 12/13 Budget Estimates
Exhibit C	Insurance Requirements
Exhibit D	Business Associate Agreement related to HIPAA
Exhibit E	Forms

### **PROGRAM DESCRIPTION**

Social Solutions Inc. will provide and support a single web-based software solution, ETO Software®, which will allow Alameda County Health Care Services Agency's School Health Services (COUNTY) to continue program evaluation of two School Health Services programs: Our Kids Our Families and School-Based Health Centers.

**Our Kids Our Families (OKOF)** is a school-based behavioral health services including site coordination, mental health, case management, conflict mediation and violence prevention services that takes place at over 30 schools in four school districts.

**School-Based Health Centers (SBHCs)** currently consists of over 20 SBHCs located on school campuses that provide comprehensive medical and mental health services, health education, and youth development programs in six school districts. This program will be expanded to include up to eight additional sites in the future.

### **SERVICES TO BE PROVIDED**

COUNTY (Licensee) purchased from the CONTRACTOR (Licensor) a Limited Enterprise Edition of Efforts to Outcomes Software (ETO) in 2007. This one-time only purchase included but was not limited to: 1) 12 month purchase and license; 2) Implementation and training support; 3) Database management and security; and 4) Support Services. There have been continuous Agreements in place since the initial purchase. This Agreement is for an extension of that license and for continued: 1) Implementation and training support; 2) Database management and security; and 3) Support Services. Services provided are subject to the following terms and conditions:

#### **1. Functional Requirements**

Social Solutions will meet the following functional requirements with their deployment of ETO Software®, (hereafter referred to as the "System" or "Software"):

Social Solutions

Alameda County

- A. User access to the System will be restricted via required log-in.
- B. System will incorporate passwords that will be changed by the user periodically.
- C. System will have an 'administrator module' that allows creation of unique System users with user IDs and passwords, allows users to be assigned roles or access levels/privileges, and allows only passwords containing a minimum of eight characters (requiring both alpha and numeric characters).
- D. System will allow security to be configured so that user access to data is restricted based on program (OUR KIDS vs. School-Based Health Centers), school, and student case load.
- E. System will support the following user roles:
  - a. **Service Providers (OKOF and SBHCs)**
    - i. This role is responsible for entering data on their own clients/students. All Service Providers will be able to register clients/students. All Service Providers will have read, insert, update, and delete privileges to all data assigned to their own clients/students and to all students at the school where the service provider works. Service providers will also be able to run canned reports and create ad-hoc reports on their own data.
    - ii. System access levels will be configurable so that Service Providers can view and edit client data either only at their own site, or at multiple sites within the school district, but not at sites outside of their school district.
  - b. **County Administrator**
    - i. This role will have the ability to read, but not update or delete, all data in the System. This role will be able to execute canned reports and create ad-hoc reports on all data (i.e., data by school, by district, and by service provider).
  - c. **Administrator/Evaluation Analyst**
    - i. This role is responsible for the creation of new System users and assignment of user privileges, as well as performing data analysis and exporting. This roll will be able to extract data into SPSS (or other compatible format) with data stripped of client identifiers. This role will also be able to run canned reports and create ad-hoc reports on the data.
- F. Each record of client data in the System will permanently and unalterably contain the unique username of the user who inserted the record into the System.
- G. Each record of client data in the System will permanently and unalterably contain the date and time stamp recording the date and time of data insertion.
- H. System will provide some means of capturing and reporting on all changes made to any record in the System, including, but not limited to, date and time, username of user who changed a record relating to a client assessment.



- I. System will allow client (student) registration, by the Service Provider role only. Client registration will be a one-time only event, separate and distinct from other client information, e.g. client assessment. Client registration data will consist of demographic information, such as name, date of birth, ethnicity, grade, school name, etc.
- J. System shall support the Licensee's evaluation design for collecting data including the data collection forms for the OUR KIDS and School-Based Health Care programs attached as Exhibit E.
- K. System will provide an automated, time-based reminder or notification to service providers upon log-in to the System or upon viewing individual client data, e.g. '3-month assessment due for client Jane Doe'. System will also allow service providers to produce reports of outstanding assessments by client name and date.
- L. System will provide a convenient means of closing and re-opening a client (student), and allow a different OUR KIDS service provider to re-open a client seen by another OUR KIDS service provider.
- M. System will provide a convenient means of transferring one OUR KIDS service provider's case load of students to another service provider in the event of staff turnover.
- N. System will have a means of preventing duplicate entry of client (student) data. For example, System will not allow entry of exact duplicate client, and if a client with similar name exists in System, System prompts user that the client may already be in the System.
- O. System will have a means (to be provided at additional cost) of automatically updating a student's grade information at start of school year, and also will allow for students who did not advance to the next grade.
- P. System will provide an ad-hoc reporting tool for data mining. For example, the user may want a report to show how a specific client's assessment values changed over time, based on certain criteria, e.g. living situation.
- Q. System will provide multiple reports customized to the client's specifications (i.e. reports specifically tailored to the assessment data collected as shown in the attachments). Custom reports will be executable through the user interface, and accept a user-input date range and apply it to the executed report.
- R. System will support the extraction of all data in a single but universal format, CSV. ETO Software® does not natively provide reports in SAS and SPSS formats. However, because the System does exports files in CSV format, any data can be easily imported in a separate SAS or SPSS database by utilizing a two-step manual migration process.
- S. Data extract files will include date information, e.g. date file was created as well as record-level dates, so that it will be easy to isolate the data for a particular quarter or year of analysis.
- T. Data extract files will contain variable names that are relatively short (<10 characters) and a data dictionary will be included, containing the name of each flat file, as well as the

variables that are included in each.

- U. When and if any fields in a screenshot need to be modified, the System will allow the Licensee (System administrator) to make those modifications and/or the Licensor will support these changes to the database.
- V. For any field shown in the screenshots, the Licensee (System administrator) will have the ability to add and remove values to drop-down lists.

### **Definitions Under this Agreement**

- a) "Software" means the computer programs listed in this Agreement, including all current, previous, and subsequent versions of all related products, together with any documentation supplied by Licensor.
- b) "Approved Sub-Licensee" means one of the program grantees or partners of Licensee who has executed a standard Sub-License Agreement.
- c) "Sub-License" means a License in the Software made available to an Approved Sub-Licensee through the Licensee.
- d) "Distribute" means to make Sub-License in the Software available to an Approved Sub-Licensee according to terms and conditions to be determined.
- e) "Deploy" means providing web-based access to the Software.
- f) "End User" is one who gains authorized access to Licensee's Software.
- g) "Upgrade" means a modification to the Software that is completed according to Licensor's exclusively determined timeline and specifications, or at Licensee's request.

## **2. Grant of Rights**

In accordance with the terms and conditions referenced herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive License to Use Licensor's Software and a non-exclusive License to Distribute Sub-licenses in Licensor's Software within the hosting environment created and maintained by Licensor for Licensee to Approved Sub-Licensees.

### **a) License to Use:**

- i) End-User accounts shall be granted by Licensor in the Software and made available to Licensee's End-Users upon Licensee's execution of this Agreement and payment in accordance with the terms referenced herein.
- ii) Authorized use of the Software shall include only the processing of Licensee's own business and programs, which shall include servicing, and maintaining records on behalf of its Sub-Licensees.
- iii) Licensee shall not:
  - (1) Permit any unauthorized use;
  - (2) Permit any unauthorized third party to use or reproduce the Software without the prior written consent of Licensor; or,
  - (3) Use the Software in the operation of a service bureau.

### **b) License to Distribute Sub-Licenses:**

- i) Licensor grants to Licensee a non-exclusive License to Distribute Sub-Licenses in the Software to Licensee's Approved Sub-Licensee's and Sub-Licensee's End-Users through the hosted environment established and maintained for Licensee's exclusive use by Licensor for the term of this Agreement according to the terms and conditions referenced in this agreement.
- ii) Sub-Licensee use of the Software shall be governed and regulated according to the terms referenced in the standard Sub-License Agreement, attached as Exhibit A-1.

### 3. Reporting

Licensee shall maintain a record of each Sub-Licensee's 501c(3) certification, Federal Tax Identification number if applicable, and legal affiliation to the Licensee. Licensee shall make this record available to Licensor within thirty (30) business days of receipt of Licensor's written request.

### 4. Term of Agreement

This Agreement is effective for one (1) year, commencing on the date of execution by both parties, unless earlier terminated according to the terms and conditions stated in Section 18 ("Termination").

### 5. Custom Modifications

- a) Licensee may, at any time during the term of this Agreement, request to have Licensor modify or enhance the Software to meet its exclusively determined needs ("Custom Modifications"). Licensor shall undertake such Custom Modifications of the Software as may be requested by Licensee at its then current rate. For each Custom Modification requested, Licensee shall provide written specifications to Licensor that shall be mutually agreed upon. Using these specifications, Licensor shall offer Licensee a "capped" fee estimate to meet the specifications. Upon receiving Licensee's approval, the parties shall determine a mutually acceptable timeline for delivery, deployment and payment for such Custom Modifications.
  - In FY 12-13, Licensor has agreed to a capped fee of \$16,000 to build the necessary custom reports for the School Health Services programs to access all relevant data that is currently being inputted.
- b) Once deployed, these Custom Modifications become functional components of the Software and are subject to the same Warranty claims under Section 14 (a) and (b) below.
- c) Title and ownership of all Custom Modifications shall remain in Licensor.

### 6. Technical Requirements

- a) Server Requirements: Provided by Licensor for the term of the Agreement: Verisign® SSL, Microsoft SQL Server 2000, WIN 2000, Veritas Back-up Exec®, and uses Active Server Pages (ASP), HTML, Javascript, Visual Basic, VBScript, and Crystal Reports® programming languages.
- b) Client Requirements: Provided by Licensee and its Sub-Licensees for the term of the Agreement.
  - i. MS Windows Operating System (Windows 95 or greater)
  - ii. Internet connection
  - iii. Internet Explorer 5.5 or greater for PC

### 7. Software Deployment

Within thirty (30) days of Licensor's receipt of this executed Agreement and payment in accordance with Exhibit B, Licensor shall Deploy any updates or modifications to the Software and make them available to Licensee's End-Users.

ETO Enterprise Software shall be deployed in a domain name to be determined within Thirty (30) days of Agreement Execution.

### 8. Software Use and Training

Social Solutions

Alameda County

a) **Software Use:**

- i. Licensee shall use commercially reasonable efforts to limit the use of the Software to those End-Users who have been properly identified to Licensor and appropriately trained.
- ii. Additional End-User Accounts may be established upon Licensor's receipt of notice at a cost of \$165 per account per year, pro-rated from the date of Agreement, for the term of this Agreement.
- iii. An End-User Account may be established as a temporary or guest user of the Software for a duration and frequency of use to be mutually determined and agreed upon by Licensor and Licensee.
- i. **Software Implementation and Training:** Licensor shall make training available to Licensee's End-Users and Sub-Licensees at a location or through a format to be mutually agreed upon by Licensee and Licensor. Training schedules are determined on a "first-come, first-served" basis. Licensees whose training needs cannot be met, due to conditions within their reasonable control, within ninety (90) days of execution of the Agreement may, at Licensor's sole and exclusive discretion, lose the right to priority scheduling.
- ii. Enterprise Licensee may request and receive additional training hours at Licensor's current rate.
- iii. Unless otherwise stated, Software implementation shall include deployment, program and staff account set-up and management, integration of Demographics and Attributes; Assessments and Surveys; Outcomes and Processes; customization of feeder tables; and, population of the Repository as may be requested by Licensee.
- iv. Software Training may include "train-the-trainer" workshops and/or individual or group training (where facilities permit), of End-Users according to their access-level and use-pattern as determined by Licensee shall follow this Software set-up and implementation.

9. **Standard Annual ETO Software Service Plan**

- a) **Web-domain Hosting:** Licensor will maintain the web domain through which the Software will be available to Licensee and its Sub-Licensees on a twenty four (24) hours a day, seven (7) days a week basis, except during scheduled downtime or unscheduled downtime due to circumstances beyond Licensor's reasonable control. Licensor shall use commercially reasonable efforts to prevent scheduled downtime Monday through Friday between the hours of 9am and 9pm Eastern Standard Time. Licensor shall notice Licensee at least seventy-two (72) hours in advance of scheduled downtime.
- b) **Security:** Licensor will maintain standard Verisign® Secure Socket Layer (SSL) 128-bit security encryption certification for the duration of the term of this Agreement. Licensor's servers will be protected by regular system-wide and client specific security audits and state-of-the-art Intrusion Detection systems, which monitor the security of the entire network from multiple access points. Operating System security releases shall be installed and updated by Licensor within 24 hours of release.

**Back-up:** Licensor will monitor servers 24 hours a day, 7 days a week by technicians who are on call or immediately available. All servers shall be backed-up three times a day via internal SQL Server protocol, Veritas Back-up Exec Software®. Licensor shall include a full disaster recovery solution and direct disk-to-disk backups (eliminating tapes for security and speed of recovery) to ensure business continuity and guarantees a 99.9%+ uptime.

- c) **Maintenance:** Licensor will use its best efforts to promptly provide such error-correction services as may be required to ensure that the Software remains in substantial conformance with current functionality with minimal user-level interruption.
- d) **User Support:** Licensor will provide such End-User support as may be required to promote the reasonable understanding and consistent use of the Software as currently configured and as modified and updated. Standard End-User Support is available via phone and email between the hours of 8 am and 8 pm, Eastern Standard Time, Monday through Thursday, and Friday between the hours of 8 am and 6 pm, exclusive of holidays as may be established and amended by Licensor. Licensor shall use commercially reasonable efforts to provide End-User support in a timely manner, subject to the nature of the each concern.
- e) **Upgrades:** Licensor reserves the right to make such upgrades to the Software at any time as may be necessary to promote ease of use and/or increased functionality. Licensor shall make reasonable attempts to notify Licensee and its Sub-Licensees of such upgrades in a timely manner and to cause minimal user-level interruption. Once deployed, these Upgrades become functional components of the Software and are subject to the same Warranty claims under Section 14 (a) and (b) below. If Licensee requests an upgrade, there may be an additional cost – any additional costs for Licensor must occur through a written amendment to this Agreement.
- f) **Service Levels:** Licensor will use commercially reasonable efforts to cure reported and verifiable errors in the Software so the Software operates as specified. If Licensee is unable to access and use the Software, Licensor will begin work on the error within two (2) hours of notification and will engage staff full time until a fix or reasonable work around is delivered to Licensee; if a major feature of the Software fails or Licensee is unable to access certain data, but can access the Software, Licensor will begin work on the error within one (1) business day of notification and will engage staff until a fix or reasonable work around is delivered to Licensee. All other related services shall be resolved through the User Support services described in (e) above.

## 10. Software Ownership

- a) Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to modify it and to grant Licensee a License for its Use and a License to Distribute Sublicenses in its use. Licensee shall include Licensor's copyright or proprietary rights notice on any copies of the Software or associated documentation that it distributes or makes publicly or privately available.
- b) Licensor represents that it maintains an active Technology Escrow Account, audited quarterly, with a qualified third party according to which, certain events, including the liquidation of Licensor, shall trigger a transfer of ownership of the Software and all related portions thereof to Licensee's perpetual, non-exclusive use.

## 11. Title to Software Systems

- a) The Software and all programs developed hereunder, including without limitation the Software, the results of all development efforts independently initiated by Licensor, and the results of all development efforts made on the behalf of Licensee and its Sub-licensees, and all copies thereof are proprietary to Licensor and title thereto remains in Licensor.
- b) All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in Licensor.

## 12. Title in Content



- a) Licensor grants that Licensee and its Sub-Licensees shall have sole and exclusive ownership of and title in any and all data collected, stored, and retrieved (collectively, "Content") by its End-Users in the Software during the term of this Agreement.
- b) Upon termination of this Agreement, Licensor shall deliver Licensee and Sub-Licensee's Content in a mutually agreed upon media format. Subsequent to receiving confirmation of receipt of this delivery, Licensor shall destroy all tangible and digital records of Licensee's Content and related materials.

### **13. Warranty**

- a) Licensor warrants that Software will conform, as to all substantial operational features, to Licensor's current published specifications when installed and will be free of defects that substantially affect System performance.
- b) Licensee must notify Licensor in writing of its claim of any defect. If the Software is found to be defective by Licensor, Licensor's sole obligation under this warranty is to use commercially reasonable efforts to promptly remedy such defect.
- c) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE SYSTEMS.
- d) This warranty shall be immediately voided in any case where Licensee makes, causes to be made, or knowingly allows any modification to the code base of the Software. Correction for defects traceable to Licensee's errors or System modifications shall be billed at Licensor's standard time and material charges.

### **14. Limitation of Liability**

Licensor's liability arising out of contract, negligence or strict liability in tort or warranty shall not exceed any amounts payable by the Licensee of the software identified above. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT, EACH PARTY AGREES THAT IN NO EVENT SHALL THE OTHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE HOWEVER ARISING, INCLUDING NEGLIGENCE; PROVIDED HOWEVER, THAT LOST REVENUE OR LOST PROFITS ARISING FROM UNAUTHORIZED USE, DISCLOSURE OR DISTRIBUTION OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, INCLUDING THE SOFTWARE, SHALL BE DEEMED DIRECT DAMAGE.

Violations related to confidentiality, privacy, and protections related to personal health information, including HIPAA, are excluded from any limitations of liability and warranty limitations.



## 15. Confidentiality

- a) Except to the extent expressly permitted in writing, Licensee shall not reproduce, duplicate, copy, sell, or otherwise disseminate the Software, including related materials, in any medium.
- b) Licensee acknowledges that the Software is an extremely valuable trade secret of Licensor and is currently patent-pending with the US Patent and Trademark Office; therefore, any disclosure to third parties who are not subject to confidentiality and restrictions similar to those contained in this Agreement is strictly prohibited.
- c) Licensee shall not release the results of any benchmark of the Software without Licensor's prior written approval.
- d) Licensor acknowledges and agrees that the Licensee is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA").
- e) Licensee agrees to secure and protect each module, Software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or Software product to satisfy its obligations hereunder.
- f) Licensor agrees to secure and protect any and all of Licensee's data in a manner consistent with the maintenance of Licensee's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or Software product to satisfy its obligations hereunder.
- g) Licensor grants that it neither has nor retains any rights in the Content but that it may, from time to time, include Licensee and Sub-Licensee row and record counts, table acquisition and volume, individual user/program and site and enterprise-wide transaction counts, transaction frequency, transaction rates, and transaction record volume, load balance and timing, and transaction execution rates ("Unattributable Data") in statistical analysis or formulaic combination to monitor and manage Software performance.
- h) Notwithstanding the foregoing, each Party acknowledges that any information which is known prior to disclosure or becomes known from a source other than one having a confidentiality obligation or becomes publicly known or ceases to be secret or confidential will not be deemed confidential and subject to provisions of this Section 15.
- i) Licensor acknowledges that the System is being used to store data that includes protected health information and agrees to follow all legal requirements related to confidentiality and protections of confidential health information.

## 16. Indemnity

Licensor, at its own expense, shall defend and indemnify Licensee for any action brought against Licensee to the extent that it is based on a claim that the Software used within the scope of this Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is promptly notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval, which shall not be unreasonably withheld.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Licensor may discontinue the license granted herein on one

month's written notice and refund to Licensee the unamortized portion of any annual user fees paid in advance by Licensee and release Licensee from any further liability under this Agreement. The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

### 17. Intent to Cooperate

Both Licensor and Licensee acknowledge that successful Deployment and use of the Software pursuant to this Agreement shall require their full and mutual good faith cooperation.

### 18. Termination

- a) Licensor shall have the right to terminate this Agreement and any and all right(s) granted herein upon 30 days' written notice, in the event that Licensee, its officers, or employees violates any provision of this Agreement including, but not limited to, confidentiality and payment;
- b) Licensor shall have the right to terminate this Agreement and any and all right(s) granted herein in the event Licensee:
  - (i) Violates any term or condition referenced herein;
  - (ii) Terminates or suspends its business;
  - (iii) Becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, or
  - (iv) Becomes insolvent or subject to direct control by a trustee, receiver or similar authority.

In such case, Licensor shall have the right to terminate this Agreement and immediately terminate Licensee's right to use the Software and take immediate possession of all related documentation without demand or notice, however, upon request, Licensor shall provide all data to Licensee within 15 days

- c) Use of the Software by any End-User other than those appropriately identified shall be the basis for immediate termination of this Agreement.
- d) Licensee shall have the right to terminate this Agreement and license(s) granted herein for any reason or for no reason, by supplying Licensor with notice in writing of its intent to terminate services no less than thirty days prior to date of termination or immediately upon good cause.
- e) In the event of a termination, Licensee shall be responsible for payment of any services rendered. Any payment shall not exceed Twenty-Three Thousand Four Hundred Forty Dollars (**\$23,440**).
- f) If this Agreement is terminated, Licensor shall provide Licensee with a digital copy of all data collected by Licensee and its Sub-Licensees in the Software in MS Access 2000 format within thirty (30) days of the date of termination.
- g) Termination under this paragraph shall not relieve either party of its obligations regarding confidentiality of the Software and Licensee's data as collected therein.

### 19. General

- a) Complete Agreement: Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

- b) Waiver/Amendment: No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by each party. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall be deemed as a waiver of any such right, power, or remedy.
- c) Performance Delays: Dates or times by which either party is required to make performance under this License shall be postponed automatically to the extent that such party is prevented from meeting them by causes beyond its reasonable control.
- d) Applicable Law: This Agreement and performance hereunder shall be governed by the laws of the State of California.
- e) Enforceability: If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held to the extent the rights or obligations of either party under this Agreement are not materially and adversely affected thereby, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby and the parties shall use good faith efforts to negotiate a valid provision in lieu thereof that accomplishes the original intent of the parties.
- f) Assignment: Neither party may assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties hereto.
- g) No Agency: Nothing contained herein will be construed as creating any agency, employment relationship, partnership, joint venture or other form of joint enterprise between the parties.
- g) Arbitration: Should a dispute under this Agreement arise, the parties agree to submit it to binding arbitration. Should this effort fail to resolve the dispute, in the event of any legal action or proceeding between Licensor and Licensee relating to this Agreement, the prevailing party shall have the right to collect from the non-prevailing party its reasonable expenses incurred in enforcing this Agreement including attorney's fees.
- h) Notice: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:
  - i. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
  - ii. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
  - iii. When sent by fax or email to the last fax or email address known to the party giving notice.
  - iv. Any party may change its address appearing in the introductory paragraph of this Agreement by giving notice of such change in accordance with this paragraph.

**20. Software Availability and Service Interruption**

Excepting those periods of Software and System Maintenance referenced above, should the Software be unavailable to Licensee and its Sub-Licensees for any reason directly attributable to Licensor for more than eight (8) hours per month, Licensor shall refund 4.25% of each of Licensee's and Sub Licensee's active annual User Fee within 30 days of the official determination of cause of the Service Interruption. Service interruptions for reason of natural disasters, acts of God and other naturally occurring phenomenon,

vandalism, war, civil unrest, acts of terrorism, and/or other acts not within the control of either party totaling 30 or more days during the Term of the license Agreement (and/or any renewal term) will result in a prorated refund by the Licensor of Licensee's and Sub-Licensee's active annual User Fee equal to the time of the service interruption. For the purposes of this provision, "day" shall mean a 24 hour period.

#### **SUB LICENSE AGREEMENT-Vendors**

The following terms and conditions apply to Licensee's License to Distribute Sub-Licenses. Licensee recognizes that its violation of the following constraints would be harmful to Licensor and will result in the immediate termination of this Agreement:

1. Approved Sub-Licensees shall be those current and future affiliates of Alameda County. Sub-Licensee must execute a standard Sub-License Agreement, a sample of which is provided as Exhibit A-1, prior to gaining authorized access to the Software.
2. Written Request: Licensee shall provide Licensor with a written request for Sub-License activation no less than 10 days prior to any additional Sub-License distribution. Licensor shall not unreasonably delay or withhold approval and activation of the Sub-License.
3. Licensee agrees that it shall apply no direct surcharges or supplemental fees to any of Licensor's Software License or related services that may be offered from time to time to Sub-Licensees for the term of this Agreement.
4. Unless otherwise stated, Licensee shall be solely and directly responsible to Licensor for all service related fees, including, but not limited to, fees owed for End-User Account activation and renewal, training, feature development and modification, report customization, and data migration, where applicable.
5. Geography and Term: Licensee is permitted to Distribute ETO Software Sub-Licenses to its Approved Sub-Licensees to organizations working with Alameda County; Additional Sub-Licenses may be granted to organizations doing program evaluation for School-Based Health Centers (SBHCs) and school-based behavioral health work outside of Alameda County.
6. Number of Sub-Licenses: Licensee may distribute Sub Licenses to entities working on the Our Kids and SBHC initiatives as identified and registered with Licensor.
7. Number of End-User Licenses (Accounts): Licensee may request and shall be granted an unlimited number of End-User Licenses (Accounts) in each Approved Sub-License, subject to Licensor's receipt of payment for each End-User License (Account).
8. Sub-License Transfer: Should any Sub-Licensee discontinue their relationship as a partner with Alameda County for reasons other than those outlined in Section 2(a), Section 16 or Section 19(a, b, or c) of the Agreement, Sub-Licensee may, with consent from Licensee, be granted the right to transfer its Sub-license and Content in the Software to separate web-domain, managed and supported directly by Licensor for a one-time fee of \$1,000.00, payable prior to the commencement of this service. Terms and conditions for related fees and services for a transferring Sub-Licensee shall be commensurate with then current fees and services established in this and subsequent related Agreements.

9. Software and System Maintenance: Licensor reserves the right to restrict Licensee and Sub-Licensee access to the Software on a scheduled or as needed basis for no more than eight (8) consecutive or incremental hours per month.

**CONTACT INFORMATION**

Contractor Name:  
Mailing Address:

Social Solutions  
425 Williams Ct, Ste 100 Baltimore, MD 21220

Contact Person:

Stephen W. Egan  
Chief Financial Officer

County Contract Monitor:

Tracey Schear  
Alameda County Health Care Services Agency  
1000 San Leandro Blvd, Suite 300  
San Leandro, CA 94577



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SOCIAL SOLUTIONS

By: \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Stephen W Egan \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: CFO \_\_\_\_\_

Date: \_\_\_\_\_

Date: 10/19/12 \_\_\_\_\_

Approved as to Form: DONNA ZIEGLER,  
County Counsel for the County of Alameda

By:  \_\_\_\_\_  
Raymond Lara  
Senior Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**Exhibit A-1**

**ETO Software™ Vendor Sub-License Agreement: Signature Page**

This AGREEMENT is made between Social Solutions Global, Inc. ("Licensor") with the principle place of business at 425 Williams Ct, Ste 100, Baltimore, MD 21220 and \_\_\_\_\_ ("Sub-Licensee"), an organization working with Alameda County, School Health Services, ("Licensee"), with the principal place of business at 1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577. This agreement is comprised of two parts. A) This signature page contains a summary of the Sub-License Agreement accommodating signatures of all three parties. This page should be faxed upon completion to Social Solutions @ 313-731-3560. B) The complete Sub-License Agreement is attached to this signature page A copy of this Agreement should be maintained by the Licensee and Sub-Licensee. Herein the parties agree to the following and the terms of the attached complete Sub-License agreement.

**Licensor:**

- i) Grants to Sub-Licensee a non-exclusive and non-transferable license allowing access of Sub-Licensee end-users to Licensor's Software upon execution of this agreement and payment of fees herein stipulated.
- ii) Will maintain the web domain, provide security, backup, maintenance, user support and upgrades as stipulated for the duration of the License Term.
- iii) Represents that it is the owner of the Software in its entirety and that it has the right to modify it and to grant Sub-Licensee a license for its use. The Software and all programs developed hereunder are proprietary to Licensor and title thereto remains in Licensor including all applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Sub-Licensee's request are and shall remain in Licensor.

**Licensee:**

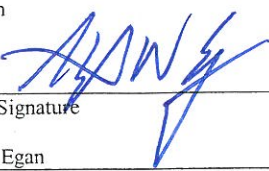

- i) Will stipulate the number of Sub-License sites and provide required information to Licensor to facilitate access to the Software and agrees to allow the sub-licensee access to the ETO Software built for Licensee to approved sub-licensee end users.

**Sub-Licensee:**

- i) Will stipulate the number of end- users and provide required information to Licensor to facilitate access to the Software. Should additional user accounts be needed they will be provided upon notice and negotiation and written verification of any fees that may be due.
- ii) Agrees that The Software shall be used only for the processing of ALAMEDA COUNTY programming, which shall include servicing, and maintaining records.
- iii) Acknowledges that the Software is an extremely valuable trade secret of Licensor and is currently patent-pending with the US Patent and Trademark Office; therefore, shall not reproduce, duplicate, copy, sell, or otherwise disseminate or disclose the Software, including related materials, in any medium.

**Signatures**

I, the undersigned, represent and warrant that I have reviewed and understand this Agreement referenced herein, and, am duly authorized on this date to bind the principals of my company to the terms and conditions stated in this Agreement.

<p><b>LICENSOR:</b></p> <p>Social Solutions Global, Inc.</p> <hr/> <p>Organization</p> <p></p> <hr/> <p>Authorized Signature</p> <p>Stephen W. Egan</p> <hr/> <p>Printed Name</p> <p>Chief Financial Officer <i>10/19/12</i></p> <hr/> <p>Title <span style="float: right;">Date</span></p>	<p><b>LICENSEE:</b></p> <p>Alameda County Health Care Services Agency</p> <hr/> <p>Organization</p> <p></p> <hr/> <p>Authorized Signature</p> <p>Tracey Schear</p> <hr/> <p>Printed Name</p> <p>School Health Services Director <i>10/24/12</i></p> <hr/> <p>Title <span style="float: right;">Date</span></p>	<p><b>SUB-LICENSEE:</b></p> <hr/> <p>Organization</p> <p>N/A</p> <hr/> <p>Authorized Signature</p> <p>N/A</p> <hr/> <p>Printed Name</p> <p>N/A</p> <hr/> <p>Title <span style="float: right;">Date</span></p>
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**ETO Limited Enterprise Software™ Sub License Agreement**

Terms and Conditions

**1. Program Description**

Social Solutions Inc. will provide and support a single web-based software solution, ETO Software®, which will allow Alameda County Health Care Services Agency's School Health Services (COUNTY) to continue program evaluation of two School Health Services programs: OUR KIDS and School-Based Health Centers.

**OUR KIDS** is a school-based behavioral health services including site coordination, mental health, case management, conflict mediation and violence prevention services that takes place at over 30 schools in four school districts.

**School-Based Health Centers (SBHCs)** currently consists of over 20 SBHCs located on school campuses that provide comprehensive medical and mental health services, health education, and youth development programs in six school districts. This program will be expanded to include up to eight additional sites in the future.

**2. Definitions Under this Agreement**

- a) "Software" means the ETO Software, licensed to Licensee pursuant to the separate Agreement between the Licensor and Licensee titled "Agreement to Retain ETO Software® and Related Services from Social Solutions, Inc.", for the term of September 1, 2012 to August 31, 2013, including all current, previous, and subsequent versions of all related products, together with any documentation supplied by Licensor.
- b) "Approved Sub-Licensee" means one of the organizations that has been authorized by the Licensor and Licensee for approval as a Sub-Licensee and who has executed a standard Sub-License Agreement. Approved Sub-Licensees are listed in Exhibit A-2. Licensor or Licensee may agree to additional organizations becoming approved Sub-Licensees.
- c) "Sub-License" means a License in the Software made available to an Approved Sub-Licensee through the Licensee.
- d) "Distribute" means to make Sub-License in the Software available to an Approved Sub-Licensee according to terms and conditions to be determined.
- e) "Deploy" means providing web-based access to the Software.
- f) "End User" is one who gains authorized access to Licensee's Software.
- g) "Upgrade" means a modification to the Software that is completed according to Licensor's exclusively determined timeline and specifications, or at Licensee's request (may be subject to additional costs).

**3. Grant of Rights**

In accordance with the terms and conditions referenced herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive License to Use Licensor's Software and a non-exclusive License to Distribute Sub-licenses in Licensor's Software within the hosting environment created and maintained by Licensor for Licensee to Approved Sub-Licensees.

**a) License to Use:**

- i) End-User accounts shall be granted by Licensor in the Software and made available to Licensee's End-Users upon Licensee's execution of this Agreement and payment in accordance with the terms referenced herein.



- ii) Authorized use of the Software shall include only the processing of Licensee's own business and programs, which shall include servicing, and maintaining records on behalf of its Sub-Licensees.
- iii) Licensee shall not:
  - (1) Permit any unauthorized use;
  - (2) Permit any unauthorized third party to use or reproduce the Software without the prior written consent of Licensor; or,
  - (3) Use the Software in the operation of a service bureau.

#### 4. Term of Agreement

This Agreement is effective for one (1) year, commencing on the date of execution by both parties, unless earlier terminated according to the terms and conditions stated in Section 11 ("Termination").

#### 5. Software Use and Training

##### a) Software Use:

- i. Licensee shall use commercially reasonable efforts to limit the use of the Software to those End-Users who have been properly identified to Licensor and appropriately trained.
- ii. End-User Accounts may be established upon Licensor's receipt of notice at a cost of \$165 per account per year, pro-rated from the date of Agreement renewal, for the term of this Agreement.
  - i. An End-User Account may be established as a temporary or guest user of the Software for a duration and frequency of use to be mutually determined and agreed upon by Licensor and Licensee.
  - ii. Licensor agrees to train Licensee's End-Users and Sub-Licensees pursuant to the Agreement between the Licensor and Licensee titled "Agreement to Retain ETO Software® and Related Services from Social Solutions Inc." for the term of September 1, 2012 to August 31, 2013.

#### 6. Title to Software Systems

- a) The Software and all programs developed hereunder, including without limitation the Software, the results of all development efforts independently initiated by Licensor, and the results of all development efforts made on the behalf of Licensee and its Sub-licensees, and all copies thereof are proprietary to Licensor and title thereto remains in Licensor.
- b) All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in Licensor.

#### 7. Warranty

- a) Licensor warrants that Software will conform, as to all substantial operational features, to Licensor's current published specifications when installed and will be free of defects that substantially affect System performance.
- b) Licensee must notify Licensor in writing of its claim of any defect. If the Software is found to be defective by Licensor, Licensor's sole obligation under this warranty is to use commercially reasonable efforts to promptly remedy such defect.
- c) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT

FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE SYSTEMS.

- d) This warranty shall be immediately voided in any case where Licensee makes, causes to be made, or knowingly allows any modification to the code base of the Software. Correction for defects traceable to Licensee's errors or System modifications shall be billed at Licensor's standard time and material charges.

**8. Limitation of Liability**

Enterprise Licensee agrees that Licensor's liability arising out of contract, negligence, or strict liability in tort or warranty shall not exceed any amounts payable by Licensee for the Software identified above. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT, EACH PARTY AGREES THAT IN NO EVENT SHALL THE OTHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE HOWEVER ARISING, INCLUDING NEGLIGENCE; PROVIDED HOWEVER, THAT LOST REVENUE OR LOST PROFITS ARISING FROM UNAUTHORIZED USE, DISCLOSURE OR DISTRIBUTION OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, INCLUDING THE SOFTWARE, SHALL BE DEEMED DIRECT DAMAGE.

Violations related to confidentiality, privacy, and protections related to personal health information, including HIPAA, are excluded from any limitations of liability and warranty limitations.

**9. Confidentiality**

- a) Except to the extent expressly permitted in writing, Licensee shall not reproduce, duplicate, copy, sell, or otherwise disseminate the Software, including related materials, in any medium.
- b) Licensee acknowledges that the Software is an extremely valuable trade secret of Licensor and is currently patent-pending with the US Patent and Trademark Office; therefore, any disclosure to third parties who are not subject to confidentiality and restrictions similar to those contained in this Agreement is strictly prohibited.
- c) Licensee shall not release the results of any benchmark of the Software without Licensor's prior written approval.
- d) Licensor acknowledges and agrees that the Licensee is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). Licensor further acknowledges and agrees that if a Sub-Licensee is a public agency then the Sub-Licensee is subject to the disclosure requirements of the California Public Records Act ("CPRA").
- e) Licensee agrees to secure and protect each module, Software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or Software product to satisfy its obligations hereunder.
- f) Licensor agrees to secure and protect any and all of Licensee's data in a manner consistent with the maintenance of Licensee's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or Software product to satisfy its obligations hereunder.
- g) Licensor grants that it neither has nor retains any rights in the Content but that it may, from time to time, include Licensee and Sub-Licensee row and record counts, table acquisition and volume, individual user/program and site and enterprise-wide transaction counts, transaction frequency, transaction rates, and transaction record volume, load balance and timing, and transaction execution rates ("Unattributable Data") in statistical analysis or formulaic combination to monitor and manage Software performance.

- h) Notwithstanding the foregoing, each Party acknowledges that any information which is known prior to disclosure or becomes known from a source other than one having a confidentiality obligation or becomes publicly known or ceases to be secret or confidential will not be deemed confidential and subject to provisions of this Section 15.
- i) Licensor acknowledges that the System is being used to store data that includes protected health information and agrees to follow all legal requirements related to confidentiality and protections of confidential health information.

**10. Indemnity**

Licensor, at its own expense, will defend any action brought against Licensee to the extent that it is based on a claim that the Software used within the scope of this Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is promptly notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval, which shall not be unreasonably withheld.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Licensor may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of any annual user fees paid in advance by Licensee and release Licensee from any further liability under this Agreement. The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

**11. Termination**

- a) Any party shall have the right to terminate this Agreement and any and all right(s) granted herein upon 30 days' written notice, in the event that Licensee, its officers, or employees violates any provision of this Agreement including, but not limited to, confidentiality and payment;
- b) Licensor shall have the right to terminate this Agreement and any and all right(s) granted herein in the event Licensee:
  - (i) Violates any term or condition referenced herein;
  - (ii) Terminates or suspends its business;
  - (iii) Becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, or
  - (iv) Becomes insolvent or subject to direct control by a trustee, receiver or similar authority.

In such case, Licensor shall have the right to terminate this Agreement and immediately terminate Licensee's right to use the Software and take immediate possession of all related documentation without demand or notice, however, upon request, Licensor shall provide all data to Licensee within 15 days.
- c) Use of the Software by any End-User other than those appropriately identified shall be the basis for immediate termination of this Agreement.
- d) Without limiting any of the above provisions, in the event of termination as a result of the Enterprise Licensee's failure to comply with any of its obligations under this Agreement, the Enterprise Licensee shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.
- e) Licensee shall have the right to terminate this Agreement and license(s) granted herein for any reason or for no reason, by supplying Licensor with notice in writing of its intent to terminate services no less than thirty days prior to date of termination or immediately upon good cause.



- f) If this Agreement is terminated, Licensor shall provide Licensee with a digital copy of all data collected by Licensee and its Sub-Licensees in the Software in MS Access 2000 format within thirty (30) days of the date of termination upon Licensee's request.
- g) Termination under this paragraph shall not relieve either party of its obligations regarding confidentiality of the Software and Licensee's data as collected therein.

## 12. General

- a) Complete Agreement: Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- b) Waiver/Amendment: No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by each party. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall be deemed as a waiver of any such right, power, or remedy.
- c) Performance Delays: Dates or times by which either party is required to make performance under this License shall be postponed automatically to the extent that such party is prevented from meeting them by causes beyond its reasonable control.
- d) Applicable Law: This Agreement and performance hereunder shall be governed by the laws of the State of California.
- e) Enforceability: If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held to the extent the rights or obligations of either party under this Agreement are not materially and adversely affected thereby, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby and the parties shall use good faith efforts to negotiate a valid provision in lieu thereof that accomplishes the original intent of the parties.
- f) Assignment: Neither party may assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties hereto.
- g) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- h) Arbitration: Should a dispute under this Agreement arise, the parties agree to submit it to binding arbitration. Should this effort fail to resolve the dispute, in the event of any legal action or proceeding between Licensor and Licensee relating to this Agreement, the prevailing party shall have the right to collect from the non-prevailing party its reasonable expenses incurred in enforcing this Agreement including attorney's fees.
- i) Notice: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:
  - i. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
  - ii. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
  - iii. When sent by fax or email to the last fax or email address known to the party giving notice.
  - iv. Any party may change its address appearing in the introductory paragraph of this Agreement by giving notice of such change in accordance with this paragraph.

13. Software Availability and Service Interruption: Excepting those periods of Software and System Maintenance referenced above, should the Software be unavailable to Licensee and its Sub-Licensees for any reason directly attributable to Licensor for more than eight (8) hours per month, Licensor shall refund 4.25% of each of Licensee's and Sub Licensee's active annual User Fee within 30 days of the official determination of cause of the Service Interruption. Service interruptions for reason of natural disasters, acts of God and other naturally occurring phenomenon, vandalism, war, civil unrest, acts of terrorism, and/or other acts not within the control of either party totaling 30 or more days during the Term of the license Agreement (and/or any renewal term) will result in a prorated refund by the Licensor of Licensee's and Sub-Licensee's active annual User Fee equal to the time of the service interruption. For the purposes of this provision, "day" shall mean a 24 hour period.

#### 14. SUB LICENSE AGREEMENT-Vendors

The following terms and conditions apply to Licensee's License to Distribute Sub-Licenses. Licensee recognizes that its violation of the following constraints would be harmful to Licensor and will result in the immediate termination of this Agreement:

1. Approved Sub-Licensees shall be those current and future affiliates of Alameda County. Sub-Licensee must execute a standard Sub-License Agreement, a sample of which is provided as Exhibit A-1, prior to gaining authorized access to the Software.
2. Written Request: Licensee shall provide Licensor with a written request for Sub-License activation no less than 10 days prior to any additional Sub-License distribution. Licensor shall not unreasonably delay or withhold approval and activation of the Sub-License.
3. There is no direct surcharges or supplemental fees related to Licensor's Software License or related services to Sub-Licensees.
4. Unless otherwise stated, Licensee shall be solely and directly responsible to Licensor for all service related fees, including, but not limited to, fees owed for End-User Account activation and renewal, training, feature development and modification, report customization, and data migration, where applicable.
5. Geography and Term: Licensee is permitted to Distribute ETO Software Sub-Licenses to its Approved Sub-Licensees to organizations working with Alameda County; Additional Sub-Licenses may be granted to organizations doing program evaluation for School-Based Health Centers (SBHCs) and school-based behavioral health work outside of Alameda County.
6. Number of Sub-Licenses: Licensee may distribute Sub Licenses to entities currently working on the Our Kids and SBHC initiatives as identified and registered with Licensor.
7. Number of End-User Licenses (Accounts): Licensee may request and shall be granted an unlimited number of End-User Licenses (Accounts) in each Approved Sub-License, subject to Licensor's receipt of payment for each End-User License (Account).
8. Sub-License Transfer: Should any Sub-Licensee discontinue their relationship as a partner with Alameda County for reasons other than those outlined in Section 3(a), Section 10 or Section 12(a, b, or c) of the Agreement, Sub-Licensee may, with consent from Licensee, be granted the right to transfer its Sub-license and Content in the Software to separate web-domain, managed and supported directly by Licensor for a one-time fee of \$1,000.00, payable prior to the commencement of this service. Terms and conditions for related fees and services for a transferring Sub-Licensee shall be commensurate with then current fees and services established in this and subsequent related Agreements.
9. Software and System Maintenance: Licensor reserves the right to restrict Licensee and Sub-Licensee access to the Software on a scheduled or as needed basis for no more than eight (8) consecutive or incremental hours per month.

#### 15. Sub-License Agreement

Unless otherwise noted, the terms noted above are intended to be “pass-through” rights and responsibilities between Social Solutions (Licensor) and a Sub-Licensee. Additional terms and conditions may be added to accommodate the special circumstances of a particular Sub-Licensee, as necessary. These additional terms must be provided to Social Solutions for review and approval.

**EXHIBIT A-2**  
**List of Approved Sublicense Vendors Using Social Solutions ETO Software**

Alameda County Behavioral Health Care Services Agency  
Alameda County Probation Department  
Alameda County Public Health Department  
Alameda County Social Services Agency  
Alameda Family Services (formerly Xanthos)  
Alameda Unified School District  
Ann Martin Center  
Ashland Youth Center  
Asian Community Mental Health Services  
Asian Health Services  
Berkeley Unified School District  
Children's Hospital & Research Center at Oakland  
City of Berkeley  
City of Dublin  
City of Fremont  
City of Hayward  
City of Livermore  
City of Pleasanton  
Community Health for Asian Americans  
Dublin Unified School District  
East Bay Asian Youth Center  
East Bay Agency for Children  
Fred Finch Youth Center  
Fremont Unified School District  
Fremont Youth and Family Services  
Girls Incorporated of Alameda County  
Hayward Unified School District  
La Clinica de La Raza  
Lifelong Medical Care  
Livermore Unified School District  
Native American Health Center  
New Haven Unified School District  
Oakland Unified School District  
Piedmont Unified School District  
Pleasanton Unified School District  
San Lorenzo Unified School District  
Seneca Center  
Stars Community Service  
Tiburcio Vasquez Health Center, Inc.

**Exhibit B: TERMS AND CONDITIONS OF PAYMENT**  
Social Solutions (9/1/2012-8/31/2013)

**I. Budget Related**

Please see budget (Attachment B-1).

**II. Terms and Conditions of Payment:**

The total amount of payment under the terms of this Agreement shall not exceed Twenty-Three Thousand Four Hundred and Forty Dollars **(\$23,440.00)**

Schedule of Payment Disbursements:

1. County shall pay Contractor up to **\$7,185.00** after execution of this Agreement and upon receipt and approval of an invoice for services for the Software license and the end-user fees.
2. COUNTY shall pay CONTRACTOR the remainder of the Agreement based upon receipt and approval of invoices which delineate actual expenditures.
3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within fifteen (15) working days upon receipt and approval of an invoice and any other back up document as requested.

**III. Invoicing Procedures**

COUNTY shall pay CONTRACTOR according to the terms described above.

Invoices must detail actual expenditures incurred and services rendered.

Invoices should be submitted electronically to [connie.yale@acgov.org](mailto:connie.yale@acgov.org) The original invoices should also be mailed to the HCSA Program Administrator to the following address:

Tracey Schear  
Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
[tracey.schear@acgov.org](mailto:tracey.schear@acgov.org)  
510-667-7990

**ATTACHMENT B-1**

<b>SOCIAL SOLUTIONS 12/13 Budget Estimates</b>			
	<b>Cost</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>ANNUAL SITE RENEWAL</b>	\$1,080	2	\$2,160
<i>(includes 10 users; 5 are for UCSF and 5 for SBHC)</i>			
<b>ADDITIONAL USERS</b>			<i>*only billed for currently active users.</i>
<b>Established SHCs</b> <i>(does not include 5 from above or Oakland High)</i>		8	23 SHC sites total + 13 extra for Oakland High, thus 36 accounts needed; 5 accounted for above so 31 total needed here
<b>Oakland High SHC</b>		14	
<b>Elev8 SHCs</b>		4	
<b>Kaiser SHCs</b>		3	
<b>Other SHC (Hawthorne &amp; Peralta)</b>		2	
<b>OUR KIDS</b> <i>(supervisor)</i>		1	
<b>TOTAL</b>	\$165	32	\$5,280
<b>CUSTOM REPORTS</b> <i>(A maximum of \$16,000 for this service is allocated; however only the actual costs for services rendered are to be billed if/when reports are requested and built. HCSA will never pre-pay for services.)</i>	\$16,000	1	\$16,000
<b>ESTIMATED FINAL 12/13 CONTRACT AMOUNT</b>			<b>\$23,440</b>
<i>* This contract amount is a maximum, however payment will be based on invoices received for actual services rendered.</i>			



**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
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of 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.</li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li><b>INSURER FINANCIAL RATING:</b> 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.</li> <li><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> 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"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

LATICOM-02 SBCROSSLEY

DATE (MM/DD/YYYY)

10/17/2012

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).

<b>PRODUCER License # 0726293</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 3697 Mt. Diablo Blvd, Suite 300 Lafayette, CA 94549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(925) 299-1112</b> FAX (A/C, No): <b>(925) 299-0328</b> E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : <b>Nonprofits' Insurance Alliance of CA</b>  INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b>  <b>Latino Commission on Alcohol and Drug Abuse of Alameda Cnty</b> 1319 Fruitvale Ave. Oakland 94601	

**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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY	X			9/9/2012	9/9/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Soc Svc E&O, Sexl Co						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY				9/9/2012	9/9/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			201200448UMBPO	9/9/2012	9/9/2013	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						<b>Aggregate</b>	\$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Crime				9/9/2012	9/9/2013	Empl Dishonesty	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 per NIAC-E25 1/98 attached, Alameda County Health Care Services is named as additional insured if required by written contract.

<b>CERTIFICATE HOLDER</b>  Alameda County Health Care Services Agency Connie Yale 1000 San Leandro Blvd. #300 San Leandro, CA 94577	<b>CANCELLATION</b>  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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# BUSINESS ASSOCIATE AGREEMENT

This agreement (the "Agreement"), effective as set forth below, is between the health care provider listed below (the "Provider") and the business associate listed below (the "Business Associate").

## I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following prescribed meanings.

"Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA privacy rule which compromises the security or privacy of the Protected Health Information.

"Compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

"Data Aggregation Services" means, with respect to Protected Health Information created or received by the Business Associate, the combining of such Protected Health Information by the Business Associate with protected health information (as defined in HIPAA) received by the Business Associate in its capacity as a business associate (as defined in HIPAA) of another covered entity (as defined in HIPAA), to permit data analyses that relate to the health care operations of the respective covered entities, including the Provider.

"Electronic Media" means the mode of electronic transmission and includes the Internet (wide-open), Extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

"Electronic Protected Health Information" means Protected Health Information that is (i) transmitted by Electronic Media, or (ii) maintained in any medium described as Electronic Media.

"HIPAA" means the security and privacy requirements applicable to health care Providers as reflected in 42 U.S.C. 1320d *et. seq.* and such regulations as may be promulgated thereunder from time to time (currently, 45 CFR 164.102 through 164.534).

"HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 *et. seq.* and such regulations as may be promulgated thereunder from time to time.

"Principal Agreement" means the contract or agreement, whether in writing or otherwise, between the Provider and the Business Associate, pursuant to which the Business Associate provides services to the Provider of the type that require the parties to enter into this Agreement pursuant to HIPAA.



“Protected Health Information” means individually identifiable health information of the Provider that is (i) transmitted by Electronic Media, (ii) maintained in any medium described as Electronic Media, or (iii) transmitted or maintained in any other form or medium. “Protected Health Information” does not include individually identifiable health information in: (i) education records covered by the Family Educational Right and Privacy Act (20 U.S.C. section 1232g(a)(4)(B)(iv)), or (ii) records described at 20 U.S.C. section 1232g(a)(4)(B)(iv).

“Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of HITECH.

## **II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the Principal Agreement and this Agreement. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Agreement; or (b) if done by the Provider, would violate HIPAA, except that (i) the Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, and (ii) the Business Associate may provide Data Aggregation Services relating to the health care operations of the Provider. The Business Associate may disclose Protected Health Information for the purposes described in item (b)(i) of this Section II only if the disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and that the person will notify the Business Associate of any instance where the confidentiality of the Protected Health Information has been breached.

## **III. RESTRICTIONS ON THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

Notwithstanding anything in the Principal Agreement to the contrary, the Business Associate shall:

- (a) Not use or further disclose Protected Health Information other than permitted or required by this Agreement or required by law;
- (b) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than provided for by this Agreement;
- (c) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Provider as required by HIPAA;

- (d) Report to the Provider any use or disclosure of the Protected Health Information not provided for by this Agreement, or any security incident, of which it becomes aware;
- (e) Ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of, the Provider agrees to the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information (and, in the case of Electronic Protected Health Information, that such agents and subcontractors agree to implement reasonable and appropriate safeguards to protect it);
- (f) Make available to an individual Protected Health Information about that individual to the extent required by, and in accordance with, HIPAA;
- (g) Make available an individual's Protected Health Information for amendment by that individual and incorporate any amendments to that individual's Protected Health Information to the extent required by, and in accordance with, HIPAA;
- (h) Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- (i) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Provider available to the Secretary of Health and Human Services (or its delegate) for purposes of determining the Provider's compliance with HIPAA;
- (j) Report to Provider any Breach of Unsecured Protected Health Information known or reasonably believed by Business Associate. Notice shall be in writing and provided to Provider without unreasonable delay, but no later than five (5) calendar days following the discovery of the Breach. Such notice will include, to the extent possible, the identification of each individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Such notice shall also include the following information: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (iii) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further breaches; and (v) contact procedures for obtaining additional information; and
- (k) At termination of this Agreement, if feasible, return or destroy (at the Provider's option) all Protected Health Information received from, or created or received by the Business Associate on behalf of, the Provider that the Business Associate still maintains in any



form and retain no copies of such Protected Health Information or, if such return or destruction is not feasible, extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

#### **IV. BUSINESS ASSOCIATE COMPLIANCE WITH HIPAA**

Business Associate represents and warrants that effective February 17, 2010, it shall be in compliance with HIPAA, including, but not limited to 45 CFR 164.308, 45 CFR 164.310, 45 CFR 164.312, 45 CFR 164.316 and 45 CFR 504(e).

#### **V. PAYMENT OF BREACH EXPENSES**

Business Associate shall reimburse Provider for all reasonable costs and expenses incurred by Provider to satisfy Provider's obligation under HITECH and the regulations promulgated thereunder to notify individuals and other entities in the event of a Breach of Unsecured Protected Health Information by Business Associate or any subcontractor, agent, employee, director, member, or other representative of Business Associate. Provider will submit an invoice to Business Associate detailing the costs and expenses incurred by Provider and Business Associate shall make full payment to Provider within thirty (30) business days of receipt of the invoice.

#### **VI. OBLIGATIONS OF COVERED ENTITY**

The Provider shall notify the Business Associate of any limitation(s) in the Provider's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Provider has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by the Provider. Notwithstanding the foregoing language, the Business Associate may use or disclose Protected Health Information for Data Aggregation Services to the Provider as permitted by 42 CFR 164.504(e)(2)(i)(B) or the management and administrative activities of the Business Associate in accordance with this Agreement.

#### **VII. AMENDMENT**

This Amendment supersedes all prior Business Associate Agreements and understandings between the Provider and Business Associate regarding the subject hereof. This Agreement may

be amended only in writing and only by the mutual consent of the parties. Notwithstanding the foregoing, this Agreement shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA, including any changes as a result of HITECH.

### VIII. TERM AND TERMINATION

This Agreement shall become effective as of the later of (i) the date set forth below or (ii) the date the HIPAA privacy and security requirements become effective with respect to the relationship between the Provider and the Business Associate. This Agreement shall remain in effect until the earlier of: (i) the date the parties mutually agree in writing to terminate this Agreement, or (ii) the date the Principal Agreement is terminated. No separate notice shall be required to terminate this Agreement upon termination of the Principal Agreement.

Notwithstanding anything in the Principal Agreement to the contrary, either party may terminate this Agreement upon written notice to the other party if: (i) the non-breaching party determines that the breaching party has violated a material provision of this Agreement; and (ii) the breaching party has failed to cure the violation within thirty (30) days of receiving notice of the breach.

### IX. RELATIONSHIP TO PRINCIPAL AGREEMENT

It is the intent of the parties that the terms of this Agreement be interpreted so as to cause the Principal Agreement to comply with the privacy and security requirements of HIPAA and the requirements of HITECH. Accordingly, this Agreement shall amend the Principal Agreement to the extent provided herein regardless of whether this Agreement formally satisfies the requirements of the Principal Agreement for amendment of the Principal Agreement. To the extent any provisions of this Agreement conflict with the terms of the Principal Agreement, this Agreement shall govern.

### X. MISCELLANEOUS

**Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns hereof.

**Further Assurances.** Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Agreement.

**Survival.** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the term of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

**Waiver.** The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any

such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

**Governing Law.** This Agreement shall be governed by the laws of the jurisdiction provided in the Principal Agreement. If the Principal Agreement does not specify such a jurisdiction, this Agreement shall be governed by the laws of the State of Maryland.

**Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of services deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or strikes, or similar cause beyond the reasonable control of either party.

**Relationship of Parties.** None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.


**No Third Party Beneficiaries.** Nothing herein is intended to give nor shall have the effect of giving, any enforceable rights to any third parties who are not parties hereto or successors or permitted assigns of the parties hereto, whether such claims are asserted as third party beneficiary rights or otherwise.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**Notice.** Notices required under this Agreement shall be sent by regular mail to the address of each party set forth below or such other address as that party may designate in a notice properly delivered to the other parties.

IN WITNESS WHEREOF, the Provider and the Business Associate, each by their duly authorized representatives, have caused this Agreement to be executed and delivered as of the last date written below.

PROVIDER

  
\_\_\_\_\_  
Signature

10/24/12  
\_\_\_\_\_  
Date

Address:

HCSA-ADMINISTRATION  
& FINANCE

1000 SAN LEANDRO BLVD.

SUITE 300

SAN LEANDRO, CA 94577

City, State, Zip:

BUSINESS ASSOCIATE

Signature *AWG CFO*

Date 10/19/12

Business Associate Name: Social Solutions

Address: 425 Williams Court

Suite 100

City, State, Zip: Baltimore, Maryland 21220



# CLIENT SERVICE FORM 2012-2013

## CLIENT INFORMATION (complete Name+Birthdate+School at every visit)

<b>CLIENT FIRST and LAST NAME</b>	<b>BIRTHDATE</b>	<b>SCHOOL CLIENT IS ATTENDING</b>
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### COMPLETE ONLY AT FIRST VISIT OF SCHOOL YEAR AND UPDATE AS NEEDED

<b>GENDER</b> <input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Transgender	<b>GRADE</b> <input type="radio"/> Pre-K <input type="radio"/> K <input type="radio"/> 1 <sup>st</sup> <input type="radio"/> 2 <sup>nd</sup> <input type="radio"/> 3 <sup>rd</sup> <input type="radio"/> 4 <sup>th</sup> <input type="radio"/> 5 <sup>th</sup> <input type="radio"/> 6 <sup>th</sup> <input type="radio"/> 7 <sup>th</sup> <input type="radio"/> 8 <sup>th</sup> <input type="radio"/> 9 <sup>th</sup> <input type="radio"/> 10 <sup>th</sup> <input type="radio"/> 11 <sup>th</sup> <input type="radio"/> 12 <sup>th</sup> <small>(check one)</small> <input type="radio"/> College student <input type="radio"/> Not in school <input type="radio"/> Other <input type="radio"/> Unknown	
<b>RACE/ETHNICITY</b> <small>(check one; choose bi/multi-racial if more than one is identified)</small> <input type="radio"/> Bi/Multi-Racial <input type="radio"/> Native American <input type="radio"/> African American <input type="radio"/> Pacific Islander <input type="radio"/> Asian <input type="radio"/> White <input type="radio"/> Filipino <input type="radio"/> Unknown <input type="radio"/> Latino/a or Chicano/a <input type="radio"/> Other	<b>HEALTH INSURANCE</b> <small>(check one; primary plan, such as insurance through parents)</small> <input type="radio"/> No insurance <input type="radio"/> Kaiser <input type="radio"/> Alameda Alliance <input type="radio"/> Other Medi-Cal <input type="radio"/> Alameda County HPAC <input type="radio"/> Unknown <input type="radio"/> Blue Cross <input type="radio"/> Other (including private) <input type="radio"/> Health Net	<b>DENTAL INSURANCE</b> <small>(check one; primary program)</small> <input type="radio"/> No dental insurance <input type="radio"/> Medi-Cal (regular) <input type="radio"/> Employer Med/Dental <input type="radio"/> SOC Medi-Cal <input type="radio"/> Family Care <input type="radio"/> ER Medi-Cal <input type="radio"/> Healthy Families <input type="radio"/> Unknown <input type="radio"/> Kaiser Child Health Plan <input type="radio"/> Other
<b>DOES CLIENT HAVE A REGULAR PROVIDER (Outside of SHC/OUR KIDS) FOR:</b> Primary Care/Medical Home? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown Dental Care? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown Behavioral Health Care? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<b>SPECIAL CIRCUMSTANCES</b> <small>(check all that apply)</small> <input type="checkbox"/> Alcohol or other drug use/abuse <input type="checkbox"/> English learner <input type="checkbox"/> Exposure to violence/abuse <input type="checkbox"/> Foster care system	<input type="checkbox"/> Homeless <input type="checkbox"/> Special education/IEP <input type="checkbox"/> Identity/Orientation <input type="checkbox"/> Teen parent <input type="checkbox"/> Juvenile Justice system <input type="checkbox"/> Truancy issues

### OUR KIDS, OUR FAMILIES CLINICAL CASE MANAGERS (CCM) ONLY

<b>CASE STATUS</b> <input type="radio"/> Drop-in/Registration Light <input type="radio"/> On caseload-Full Registration	<b>PARENTAL CONSENT FOR UCSF EVALUATION:</b> <small>(If received or declined, please fill in date)</small> <input type="radio"/> Pending <input type="radio"/> Received <input type="radio"/> Declined ___/___/___ <input type="radio"/> N/A Reg Light <input type="radio"/> N/A Emancipated/18+	<b>STUDENT CONSENT/ASSENT FOR UCSF EVALUATION:</b> <small>(If received or declined, please fill in date)</small> <input type="radio"/> Pending <input type="radio"/> Received <input type="radio"/> Declined ___/___/___ <input type="radio"/> N/A Reg Light
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### VISIT INFORMATION (complete at every visit)

<b>PROVIDER FIRST and LAST NAME</b>	<b>PROVIDER CODE</b>	<b>DATE OF VISIT</b>
<b>PRIMARY VISIT TYPE</b> <small>(check one based on primary service type)</small> <input type="radio"/> Behavioral Health -individual <input type="radio"/> Behavioral Health - group <input type="radio"/> Dental <input type="radio"/> First Aid <input type="radio"/> Health Education <input type="radio"/> Medical	<b>VISIT INITIATION</b> <small>(check one)</small> <input type="radio"/> Appointment <input type="radio"/> Drop in <input type="radio"/> Home visit <input type="radio"/> Phone call, letter, note, or consultation only	<b>DIAGNOSIS CODE(S)</b> <small>(list up to four here or circle from list on back of form)</small> _____ _____

### ASSESSMENTS (complete when applicable)

<b>Sexual/Reproductive Health</b> Is client sexually active? <input type="radio"/> Yes <input type="radio"/> No  How often does client use contraception (including condoms)? <input type="radio"/> Always <input type="radio"/> Most Times <input type="radio"/> Sometimes <input type="radio"/> Rarely <input type="radio"/> Never	<b>Nutrition/Physical Activity</b> On average, how many servings (1 cup) of fruits and vegetables does client eat per day? <input type="radio"/> None <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5 or more  On average, how many days per week does client exercise or get physical activity (at least 30 min) that makes him/her breathe hard or increases heart rate? <input type="radio"/> None <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5 or more	<b>Dental</b> Level of decay: <input type="radio"/> 4-Urgent, in pain <input type="radio"/> 3-Urgent, not in pain <input type="radio"/> 2-Some suspicious areas <input type="radio"/> 1-No Decay
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### SERVICE(S) PROVIDED (check all that apply)

<b>PHYSICAL HEALTH</b> <input type="checkbox"/> Abdominal pain treatment <input type="checkbox"/> Asthma counseling/treatment <input type="checkbox"/> Cold/Flu symptom treatment <input type="checkbox"/> Diabetes counseling/treatment <input type="checkbox"/> Dysmenorrhea treatment <input type="checkbox"/> General health counseling <input type="checkbox"/> Headache treatment <input type="checkbox"/> Immunization/vaccination only <input type="checkbox"/> Injury Treatment <input type="checkbox"/> Irregular menses treatment <input type="checkbox"/> Lab results review (non-billable) <input type="checkbox"/> Nutrition/diet/exercise counseling <input type="checkbox"/> Overweight/obesity counseling <input type="checkbox"/> School/sports exam <input type="checkbox"/> Well exams <input type="checkbox"/> Other physical health	<b>SEXUAL/REPRODUCTIVE HEALTH</b> <input type="checkbox"/> Contraceptive counseling/FP advice <input type="checkbox"/> Contraceptive maintenance <input type="checkbox"/> Emergency contraception <input type="checkbox"/> GYN exam/family planning annual <input type="checkbox"/> HIV screening/counseling <input type="checkbox"/> Pregnancy counseling <input type="checkbox"/> Pregnancy test/exam - negative <input type="checkbox"/> Pregnancy test/exam - positive <input type="checkbox"/> STI screening/counseling <input type="checkbox"/> STI test/exam - negative <input type="checkbox"/> STI test/exam - positive <input type="checkbox"/> Other sexual/reproductive health	<b>BEHAVIORAL HEALTH</b> <input type="checkbox"/> Assessment/intake <input type="checkbox"/> Brokerage/referral <input type="checkbox"/> Case management <input type="checkbox"/> Classroom observation/support <input type="checkbox"/> Collateral - Family <input type="checkbox"/> Collateral - School staff <input type="checkbox"/> Collateral - Other <input type="checkbox"/> Conflict resolution <input type="checkbox"/> Crisis intervention <input type="checkbox"/> Family therapy <input type="checkbox"/> Individual contact/meeting <input type="checkbox"/> Individual therapy <input type="checkbox"/> Plan development <input type="checkbox"/> Student Success Team/IEP <input type="checkbox"/> Other behavioral health	<b>DENTAL</b> <input type="checkbox"/> Case Management <input type="checkbox"/> Diagnostic services (X-rays) <input type="checkbox"/> Preventive (fluoride/ sealants/cleaning) <input type="checkbox"/> Restorative services <input type="checkbox"/> Screening/assessment/examination <input type="checkbox"/> Other dental  <b>GROUP SERVICES</b> <input type="checkbox"/> Behavioral health <input type="checkbox"/> Restorative Justice
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<b>INTERNAL REFERRALS (inside SHC/Our Kids, Our Families)</b> <small>(check all that apply)</small> <input type="checkbox"/> None Needed <input type="checkbox"/> Behavioral Health <input type="checkbox"/> Dental <input type="checkbox"/> Health Education <input type="checkbox"/> Medical <input type="checkbox"/> Youth Development program <input type="checkbox"/> Other	<b>EXTERNAL REFERRALS (outside SHC/Our Kids, Our Families)</b> <small>(check all that apply)</small> <input type="checkbox"/> None Needed <input type="checkbox"/> Behavioral Health <input type="checkbox"/> Dental <input type="checkbox"/> Insurance Screening/ Enrollment <input type="checkbox"/> Primary Care Provider/ Medical Home <input type="checkbox"/> Other Medical Provider/Clinic <input type="checkbox"/> School Support Services <input type="checkbox"/> Other	<b>TIME SPENT</b> <small>(in minutes, i.e. 2 hours is 120 mins)</small>  <b>AFTER VISIT</b> <small>(check one)</small> <input type="radio"/> Sent back to class <input type="radio"/> Sent home (during school day) <input type="radio"/> Ambulance <input type="radio"/> Law enforcement/CPS <input type="radio"/> Other
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**Alameda County Behavioral Health Care Services & School Health Services  
Community Functioning Evaluation (School-Aged Youth Version)**

<b>Client Name:</b>	<b>Date Form Completed:</b>	<b>Client ID #:</b>
<b>Assessment Type:</b> <input type="radio"/> Initial <input type="radio"/> End of School Year or 6 mos. review <input type="radio"/> Discharge	<b>Date of Birth:</b> _____ MM / DD / YYYY	<b>Gender:</b> <input type="radio"/> Male <input type="radio"/> Female
<b>Source of Information</b> (check all that apply): <input type="radio"/> Parent/caregiver <input type="radio"/> Client <input type="radio"/> School staff <input type="radio"/> Other	<b>Ethnicity:</b> <input type="radio"/> Bi/Multi-Racial <input type="radio"/> African American <input type="radio"/> Asian <input type="radio"/> Filipino <input type="radio"/> Latino/a or Chicano/a <input type="radio"/> Native American <input type="radio"/> Pacific Islander <input type="radio"/> White <input type="radio"/> Unknown <input type="radio"/> Other	

**OBSERVED STRENGTHS**      **Rating Scale: 0=Not True; 1=A Little True; 2=True; 3=Very True**

	0	1	2	3		0	1	2	3
Has positive relationships with adults	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Is hopeful and optimistic about his/her future	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shows empathy, sensitivity and friendship skills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Expresses emotions (joy, anger, sadness, etc.) in healthy ways	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Interacts positively with peers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accepts and takes responsibility for actions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Resists negative peer pressure and dangerous situations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Welcomes opportunities to participate in structured activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Thinks about decisions/can plan ahead and make choices	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Motivated to do well in school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					Seeks help from adults and/or peers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**PRESENTING CONCERNS**      **Rating Scale: 0=No Problem; 1=Mild; 2=Moderate; 3=Severe Problem**

	0	1	2	3		0	1	2	3
<b>ACADEMIC FUNCTIONING</b>					<b>EMOTIONAL &amp; BEHAVIORAL FUNCTIONING</b>				
Attendance (truancy/tardy)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Anxiety/nervousness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Classroom behavior-Acting out/defiant (externalized)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Concentration/attention span/focus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Classroom behavior-Withdrawn (internalized)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Delusions/hallucinations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disciplinary referrals (i.e. office referrals, suspensions)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Depression/sadness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Academic skills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Hyperactivity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Homework/academic motivation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Impulsivity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>SOCIAL RELATIONSHIPS</b>					Obsessions/compulsions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gang affiliation/involvement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Oppositionality/defiance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Peer conflicts/difficulties	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Self esteem/self worth/self image	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Social skills/communication	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Self-injury/mutilation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Violates boundaries	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Substance use/abuse (student)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Experiencing challenges with sexual health, sexuality and/or gender	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Suicidal ideation/attempt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>EXPOSURE</b>					Verbal abuse/aggression	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Grief/loss/separation/bereavement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Violent/harassment behaviors/ assaultive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Immigration/legal status	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>HEALTH/BASIC NEEDS</b>				
Child abuse or neglect (victim)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Adequate sleep	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community or domestic violence (witness/victim/perpetrator)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Basic needs (food/housing/transportation)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Unsafe neighborhood and/or school environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Health issues (stomach/headaches/other)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other traumatizing experience or event	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Nutrition/eating habits	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					<b>LIVING ARRANGEMENTS &amp; FAMILY FUNCTIONING</b>				
<b>Have original symptoms decreased since intake?</b>					Family economic situation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/> Yes <input type="radio"/> No					Parent/caregiver-child relationship	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					Parent/caregiver mental health/subst. abuse	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					Parent/caregiver physical health	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					Sibling relationship(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
					Stable home environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Provider Name: \_\_\_\_\_

Provider Number: \_\_\_\_\_

# STUDENT AND SCHOOL COMMUNITY ACTIVITY LOG 2012-13

Please use this form to document contacts provided to individuals/groups that are **not** registered clients and/or names are unknown.

**SERVICE PROVIDED/ AREA OF FOCUS (check ALL that apply)**

Provider Name/ Code	Date of Service	Time Spent	Group Type
		_____ minutes	<input type="radio"/> One time <input type="radio"/> Ongoing
<b>Number of Participants (Indicate group size by participant type; enter "1" for individual contacts)</b>			
<b>PRIMARY GROUP TYPE OR CONTACT REASON (check ONE only)</b>			
<input type="radio"/> Dental Screenings <input type="radio"/> Health Fair/Screenings <input type="radio"/> Nutrition/Physical Education Activity <input type="radio"/> Parent/Family Contact/Consultation <input type="radio"/> SHC Clinical Service (non-student) <input type="radio"/> School Climate Activity <input type="radio"/> School-wide assessment (Behavioral Health) <input type="radio"/> School Contact/Consultation/Training <input type="radio"/> Student Contact/Consultation <input type="radio"/> Youth Development Activity/Health Education			

**BEHAVIORAL HEALTH RELATED:**

- Academic support
- Anger management support
- Behavioral health screening
- Classroom/recess/lunch observation/support
- Conflict resolution
- Crisis intervention
- Grief support
- Probation/Law enforcement consultation
- Program/Plan development
- Restorative Justice/Circle activities
- Self esteem/image/empowerment support
- Service coordination
- Social skills/communication support
- Student behavioral health support group

**OTHER INDIVIDUAL/GROUP HEALTH RELATED:**

- Adult led health education
- Bechtel OUSD Wellness Champion Advisory Mitg
- Boys/Young Men's Group
- Cooking/gardening
- Dental screening
- Diet/Nutrition/Exercise education/activity
- General health screenings
- Girls/Young Women's Group
- Health fair
- Medi-Cal eligibility screening
- Mentoring
- Parent/Family support group
- Parent/Family workshop/trainings
- Peer counseling
- Peer led health education
- Recreation/Dance/Yoga
- Referral
- Service learning
- Youth Advisory Board/Leadership group
- Youth-led research/Advocacy

**SCHOOL SUPPORT:**

- All school staff meeting
- Classroom - Intervention
- Classroom - Presentation
- COST meeting
- School consultation - Administration
- School consultation - Teacher/Staff
- School consultation - Provider
- School staff training provided by CCM/SHC
- School-wide - Assembly
- School-wide - Special Event (e.g., Parent Night)
- School Safety/ Climate Activities

**NON-STUDENT CLINICAL SERVICES (e.g., parent or community member):**

- Behavioral Health
- Dental
- Health Education
- First Aid
- Medical

USE TABLE ON FRONT TO DOCUMENT ONE CONTACT AT A TIME OR USE LOG BELOW TO DOCUMENT MULTIPLE CONTACTS

Provider Name/ Code	Date of Service	Time Spent (in minutes)	Group Type	Number of Participants (Indicate group size by participant type; enter "*" for individual contacts)				PRIMARY GROUP TYPE OR CONTACT REASON (list one from front of sheet only)	SERVICE PROVIDED/ AREA OF FOCUS (list as many as needed from list on front of sheet)
				Student	School Staff	Parent/ Family	Other		
			<input type="radio"/> One time <input type="radio"/> Ongoing						
			<input type="radio"/> One time <input type="radio"/> Ongoing						
			<input type="radio"/> One time <input type="radio"/> Ongoing						
			<input type="radio"/> One time <input type="radio"/> Ongoing						
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