

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Additional Terms and Conditions of Program and Performance

Contracting Department: **Alameda County Behavioral Health Care Services (ACBH)**

Contractor Name: **«Contractor Name»**

Contract Period: **7/1/2019 to 6/30/2020**

Master Contract Number: **«Master Contract »**

I. Confidentiality:

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PII) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. Contractor shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above. Contractor shall submit a tracking report of training attendance to the ACBH Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed in areas including but not limited to HIPAA as specified in the Quality Assurance (QA) Manual located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- C. Each year, Contractor shall collect a signed ACBH Oath of Confidentiality as specified by ACBH from any staff who are paid or partially paid through this Agreement, and shall retain this in the employee file for a minimum of five years. The ACBH Oath of Confidentiality is located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- D. Contractor shall have a secure email system and ensure that staff members abide by the ACBH Secure Communications Policy, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, Contractor shall establish and train all users on guidelines for creating passwords and ensuring that passwords expire every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR.
- F. Contractor shall follow state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, their staff, and subcontractors. Please see the ACBH HIPAA Breach Reporting Policy for more information, which is available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

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

II. Maintenance of Records:

- A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the ACBH Record Storage and Retention Policy and Procedure, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- B. Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized ACBH personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement. County policies and procedures in regards to this section may be found in the Quality Assurance Manual posted online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

III. Patient Rights:

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

IV. General Supervision:

Services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

V. Enrollment:

All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter. For Medi-Cal eligible clients not currently connected to Medi-Cal, Contractor shall make every effort to enroll the client in Medi-Cal from initial intake, and/or at any point at which the client loses Medi-Cal eligibility. This shall include assisting clients whose Medi-Cal needs to be switched to Alameda County when the client has established his/her primary residence in Alameda County. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

VI. Provider Meetings:

Contractor shall send a representative to scheduled Department Provider meetings and any other special trainings and/or meetings as deemed necessary by the Department throughout the term of this Agreement.

VII. Materials and Presentations:

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

VIII. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to ACBH upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15 of the fiscal year via the ACBH Provider Contact Information Form. Contractor shall notify ACBH of any changes in the following positions, or the equivalent positions within Contractor's organizational structure via the Provider/Program Change Notification Form which is located on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).

- D. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.

IX. Administrative and Program Standards:

- A. Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, the California Department of Health Care Services (DHCS), or any other applicable regulatory body. This may include onsite program, fiscal or chart reviews and/or audits.
- B. Contractor shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- C. Contractor shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to:
- i. *Americans with Disabilities Act* – Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology. Contractor shall submit an associated attestation to the ACBH Compliance Officer in the format requested by ACBH within 30-days of any such request by ACBH.
 - ii. *Charitable Choice* – Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. Contractor shall inform the County if it is faith-based. If Contractor identifies as faith-based, Contractor shall:
 - Submit to ACBH a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
 - Include a copy of this policy in its client admission forms;
 - Notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
 - Ensure that the client makes contact with the alternate provider to which he or she is referred.

- iii. *Criminal Background Checks and Fingerprinting* – Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42 Code of Federal Regulations (CFR) 455.434(b)(1) and (2).
- iv. *Prevention of Fraud, Waste and Abuse* – Contractor shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse and on how to report potential fraud, waste and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste and Abuse, available online at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training. Contractor shall submit a tracking report to the ACBH Compliance Officer by June 30. Contractor shall also submit an attestation to the ACBH Compliance Office that each employee has signed a code of conduct within the last 12 months.
- v. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through alternate mechanisms such as the language line. All direct service staff and managers within Contractor's organization who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two of the four CLAS trainings shall be offered through ACBH and shall be attended by at least two staff from Contractor's organization, one of which shall be a manager. Contractor shall have, implement and monitor a plan to enhance implementation of CLAS Standards throughout their organization. Contractor shall conduct the following activities to provide associated information to the ACBH Office of Ethnic Services by July 10th of the following fiscal year:
 - 1. Complete an electronic survey that demonstrate Contractor's implementation of CLAS Standards;
 - 2. Submit a list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
 - 3. Submit a summary or copy of the plan to further implement CLAS Standards throughout the organization.
- vi. *Non-Discrimination in Services and Employment* – Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of the following protected categories: race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract:

denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit. Contractor shall post materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees in the above-listed protected categories from harassment.

- vii. *ACBH Provider Tobacco Policies and Consumer Treatment Protocols* – Contractor shall implement the ACBH Tobacco Policy as written in the policy, available on the ACBH website, available online at http://www.acbhcs.org/tobacco/docs/Tobacco_Policies_Con_Tx_Prot.pdf, and as clarified in the recent ACBH memo, available online at <http://www.acbhcs.org/providers/QA/memos.htm>.
- viii. *Drug-Free Workplace* – Contractor shall comply with Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with Government Code Section 8355. Contractor must notify the ACBH Network Office Program Contract Manager within five days if an employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County facility or work site.
- ix. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.

- x. *Timeliness of Services* – Contractor shall ensure that services are provided in accordance with ACBH timeliness standards for access to services.
- xi. *Trafficking Victims Protection Act of 2000* – Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

ACBH policies and procedures for mental health providers are located on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm.

- D. Contractor shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

X. Licenses, Permits and Certificates:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, and certificates required by all applicable federal, state, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

XI. Quality Assurance (QA):

- A. Contractor shall comply with procedures and adherence guidelines pertaining to the distribution of the ACBH Consumer Informing Materials pertaining to Consumer Rights, and the posting of the ACBH grievance and appeal poster in each of the Alameda County threshold languages.
- B. Contractor shall comply with the ACBH Consumer Grievance and Appeal Policy and Procedures, as set forth in the ACBH QA Manual and such amendments as posted on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Consumer grievances shall be defined as dissatisfaction about ACBH services in areas which shall include but not be limited to Contractors' service provision, Contractor's employees, location of services, access/availability, or anything else having to do with the provision of Medi-Cal services. Consumer grievances shall be directed either to the Consumer Assistance toll-free line at 1-800-779-0787 or to Contractor's internal grievance process which meets all the standards set forth in the ACBH Consumer Grievance and Appeal Policy and Procedure. Contractor shall direct all ACBH consumers who wish to file an appeal for an adverse benefit determination to the ACBH Consumer Assistance toll-free line at 1-800-779-0787. Contractor shall ensure that ACBH grievance and appeals material are accessible to consumers without having to make a request.
- C. Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency. Contractor shall comply with the formalized case review policies as set forth in the ACBH QA Manual.

- D. Contractor shall provide information as requested by ACBH on a monthly and quarterly basis to support required ACBH publications and submissions to demonstrate compliance with:
- Provider Directory updates; and
 - Federal Network Adequacy Standards reporting.
- E. Contractor shall ensure that employees, volunteers, board members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting federally-funded services and/or goods under this Agreement are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs or on the Medi-Cal Exclusion List. Federally-funded services and/or goods include, but are not limited to those funded through federal block grant funding and/or who bill services to Medi-Cal, Medicare and/or Medi-Cal Administrative Activities (MAA). Via the ACBH Staff Number Request E-Form, Contractor shall notify ACBH of changes in employees, volunteers, board members and agents of Contractor, non-clinical and clinical, providing and/or supporting federally-funded services and/or goods under this Agreement. Contractor is responsible for performing exclusion list checks prior to hiring a potential employee. Contractor shall complete and submit the ACBH Monthly Staff Change Attestation E-Form on a monthly basis prior to the 15th of the following month to attest that all staff changes have been submitted to ACBH as described in the ACBH Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the ACBH QA Manual, available on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall comply with applicable federal and state suspension, debarment, and exclusion laws and regulations, including without limitation ongoing monitoring. Contractor shall submit a current staff roster to ACBH upon request, within 30-days of said request. The staff roster shall be in a designated format and include all employees, volunteers, board members and agents providing and/or supporting federally-funded services and/or goods under this Agreement.

XII. Continuity of Services:

Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

XIII. Program Modification:

Contractor shall secure the prior written approval of the Director of ACBH, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to ACBH in writing at least 30 days prior to proposed date for implementation of the change.

XIV. Compliance with Contract Provisions:

Contractors not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a Plan of Correction, **Quality Improvement Plan, Corrective Action Plan or Contract Compliance Plan** subject to ACBH approval. The cost of the Plan of Correction, Quality Improvement Plan, Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by ACBH up to and including program termination, **as specified in the ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers available on the ACBH website at http://www.acbhcs.org/providers/QA/qa_manual.htm.**

XV. Mental Health Statistics Improvement Plan (MHSIP)

Contractor shall conduct the MHSIP as requested by ACBH.

XVI. Medi-Cal Administrative Activities (MAA):

Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California. Any provider with a current MAA Plan through ACBH must request and receive prior approval from the ACBH MAA Coordinator prior to discontinuation of MAA activities.