

## EXHIBIT A-1: SUBSTANCE USE DISORDER STANDARD REQUIREMENTS

The term 'client' shall be synonymous with the term 'consumer,' 'partner,' 'member,' 'beneficiary,' or 'patient' for the purposes of this Agreement. The Agreement will generally utilize the term 'client,' except in instances when conforming to terms used in applicable laws is appropriate.

### I. SCOPE OF SERVICE

Contractor shall provide, operate, and administer one or more of the following types of Substance Use Disorder (SUD) programs: treatment, prevention, and/or other ancillary services.

Contractor shall comply with all applicable regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing applicable requirements, including but not limited to those contained in the following:

- i. Alameda County Health, Behavioral Health Department (ACBHD)<sup>1</sup> Quality Assurance (QA) Manual (hereafter ACBHD QA Manual);<sup>2</sup>
- ii. ACBHD Policy and Procedures Manual;<sup>3</sup> and
- iii. Applicable State-County Plans and Grant Agreements.<sup>4</sup>

Contractor shall maintain written policies and procedures around specified requirements and shall be responsible for monitoring, oversight and accountability.

Contractors not in compliance with contract provisions, or State or Federal law shall be immediately responsible for remedy. ACBHD may, at its discretion, issue a Corrective Action Plan or Contract Compliance Plan. The cost to implement the Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBHD up to and including program termination, as specified in the ACBHD Contract Compliance and Sanctions for ACBHD-Contracted Providers Policy, and/or future debarment by County, as specified in any then current debarment policy (see Alameda County General Services Agency Debarment Policy approved on January 14, 2020).<sup>5</sup>

### II. SERVICE PROVISION

#### A. Informing Materials

Contractor shall comply with policies, procedures and guidelines pertaining to ACBHD's Client Informing Materials and Client Rights. Contractor shall prominently post the ACBHD

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<sup>1</sup> Previously known as Alameda County Behavioral Health Care Services Agency (ACBH). References to ACBH mean ACBHD.

<sup>2</sup> [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm)

<sup>3</sup> <http://www.acbhcs.org/providers/PP/Policies.htm>

<sup>4</sup> <http://www.acbhcs.org/providers/network/cbos.htm>

<sup>5</sup> [http://www.acgov.org/board/bos\\_calendar/documents/DocsAgendaReg\\_01\\_14\\_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/GSA\\_289710.pdf](http://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_01_14_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/GSA_289710.pdf)

grievance and appeals poster in each of the Alameda County threshold languages. Contractor shall ensure that ACBHD grievance and appeals materials are accessible to clients without need to request (such as by placing hard copies in the reception area of service location).

## **B. Grievances and Appeals**

Contractor shall comply with the ACBHD Consumer Grievance and Appeal Processes policy. Consumer grievances means dissatisfaction with ACBHD services in areas that may include but are not limited to: Contractor's service provision, Contractor's employees, the location of services, access/availability, or any other matter concerning the provision of Medi-Cal services. Upon client request, Contractor shall provide client with resources explaining how to file a grievance or appeal, including but not limited to the information shown at: <https://www.acbhcs.org/plan-administration/file-a-grievance/>.

## **C. Reserved**

## **D. Program Modification Approval Requirement**

Contractors shall seek prior approval and immediately notify ACBHD in writing in the event contracted services and activities require modification during the term of this Agreement. The request for any modification shall be submitted to ACBHD in writing at least 30 days prior to the proposed date for implementation of the change.

## **E. Substance Use Disorder (SUD) Standards of Practice**

Contractor shall comply with applicable Standards of Practice for SUD Programs. For example, Contractor is required to comply with the following:

- i. American Society of Addiction Medicine (ASAM) Criteria for Addiction, Substance-Related and Co-Occurring Conditions;<sup>6</sup>
- ii. ACBHD Drug Medi-Cal-Organized Delivery System (DMC-ODS) Client Handbook;<sup>7</sup>
- iii. ACBHD QA Manual;<sup>8</sup>
- iv. California Medicaid State Plan<sup>9</sup> and DMC-ODS<sup>10</sup> Terms and Conditions;
- v. DMC Billing Manual;<sup>11</sup>
- vi. DHCS DMC Technical Assistance Documents;<sup>12</sup>
- vii. DHCS Perinatal Practice Guidelines;<sup>13</sup>
- viii. DHCS Adolescent Substance Use Disorder Best Practices Guide;<sup>14</sup>

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<sup>6</sup> <https://www.asam.org/asam-criteria>

<sup>7</sup> <https://bhcsproviders.acgov.org/providers/News/2023/Alameda-County-DMC-ODS-Beneficiary-Handbook-FINAL-2023.03.28.pdf>

<sup>8</sup> [https://www.acbhcs.org/providers/QA/qa\\_manual.htm](https://www.acbhcs.org/providers/QA/qa_manual.htm)

<sup>9</sup> <https://www.dhcs.ca.gov/formsandpubs/laws/Pages/CaliforniStatePlan.aspx>

<sup>10</sup> <https://www.dhcs.ca.gov/provgovpart/Pages/Drug-Medi-Cal-Organized-Delivery-System.aspx>

<sup>11</sup> <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>

<sup>12</sup> [https://www.dhcs.ca.gov/provgovpart/Pages/County\\_Resources.aspx](https://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx)

<sup>13</sup> [http://www.dhcs.ca.gov/Documents/CSD\\_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf](http://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf)

<sup>14</sup> [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

- ix. DMC-ODS Intergovernmental Agreement between the California Department of Health Care Services (DHCS) and Alameda County (hereafter DMC-ODS Intergovernmental Agreement);<sup>15</sup>
- x. Early Periodic Screening, Diagnostic, and Treatment (EPSDT) Guidelines;
- xi. Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG);<sup>16</sup>
- xii. DHCS Behavioral Health Information Notice (BHIN) No. 23-054 (Medications for Addiction Treatment (MAT) Services Requirements for Licensed and/or Certified Substance Use Disorder (SUD) Recovery or Treatment Facilities)<sup>17</sup>
- xiii. Title 9, Division 4, Chapter 4 of the California Code of Regulations (CCR): Narcotic Treatment Programs;
- xiv. Title 9, Division 4, Chapter 6 of the CCR: Nondiscrimination in Programs or Activities Receiving State Financial Assistance;
- xv. Title 9, Division 4, Chapter 8 of the CCR: Certification of Alcohol and Other Drug Counselors;<sup>18</sup>
- xvi. Title 22, Division 3, Chapter 3 of the CCR: Health Care Services;
- xvii. Title 22 § 51490.1: Claim Submission Requirements for Counties and Providers of Drug Medi-Cal Substance Use Disorder Services;
- xviii. Title 21 of the Code of Federal Regulations (CFR) §1300.01 *et seq.*; and
- xix. Title 42 of the CFR, Chapter I, Subchapter A, Part 8: Medication Assisted Treatment for Opioid Use Disorders.

#### **F. Infectious Disease Services**

Contractor shall routinely provide information to clients about tuberculosis (TB), HIV, coronavirus disease 2019 (COVID-19), and other infectious diseases, and how to access related resources, including but not limited to resources regarding testing and follow-up monitoring. Contractor shall develop and implement infectious control procedures per the requirements of DHCS, SUBG and AOD Program Certification. Contractors providing SUD treatment shall:

- i. Routinely make available TB and other infectious disease services to individuals receiving treatment; and
- ii. Work with clients to reduce barriers to clients' accepting TB treatment and/or treatment for other infectious diseases.

#### **G. Requirement for Naloxone**

Contractor shall maintain at least two unexpired doses of naloxone and/or other opioid antagonist medication that is approved by the United States Food and Drug Administration (FDA) for the treatment of an opioid poisoning or overdose on the premises of a licensed SUD recovery or treatment facility at all times. Contractor shall at all times have at least one staff member on the premises who knows the specific location of the naloxone and/or other FDA-approved opioid antagonist medication, and who has been trained in its

<sup>15</sup> <https://www.acbhcs.org/providers/network/cbos.htm>

<sup>16</sup> <https://www.dhcs.ca.gov/provgovpart/Pages/Substance-Abuse-Block-Grant-SABG.aspx>

<sup>17</sup> [DHCS BHIN 23-054](#)

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[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=ISD1E96204C6B11EC93A8000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=ISD1E96204C6B11EC93A8000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website<sup>19</sup> to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment, with certification in the staff's individual personnel file, in accordance with 9 CCR § 10564(k).

## **H. Additional Requirements for Medi-Cal Programs**

Medi-Cal programs shall comply with the additional service provision requirements noted below.

### **1. Quality Assurance (QA) Plan**

Contractors providing Medi-Cal services shall have and maintain a QA Plan that includes Contractor's policies and procedures on topics from the ACBHD QA Manual and meets the requirements of the ACBHD QA Department. This plan shall be available on-site for review by ACBHD.

### **2. Authorizations**

Contractors providing Medi-Cal services shall comply with ACBHD and DHCS requirements for authorization and reauthorization of services including, but not limited to the DMC-ODS Intergovernmental Agreement authorization of service requirements.

### **3. Enrollment and Other Health Coverage (Third Party Liability)**

Contractors providing Medi-Cal services shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and at least monthly at the beginning of each month thereafter. 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. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to Federal, State 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. For clients living in Alameda County who are Medi-Cal eligible and not currently enrolled in Medi-Cal, Contractor shall make best efforts to enroll the client in Alameda County Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. Contractor shall refer clients to services in their respective county of coverage if the client has Medi-Cal coverage in a county other than Alameda County. With the exception of courtesy dosing by Opioid Treatment Program (OTP) Providers, Contractor shall assist a client who has established their primary residence in Alameda County, whose Medi-Cal benefits need to be transferred to Alameda County, and ensure that Medi-Cal has been transferred to Alameda County prior to rendering services under this Agreement.

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<sup>19</sup> <https://harmreduction.org/issues/overdose-prevention/overview/overdose-basics/>

#### **4. No Wrong Door**

Contractors providing Medi-Cal services shall comply with ACBHD and DHCS requirements relating to No Wrong Door, including but not limited to the ACBHD Policy on No Wrong Door as specified in the ACBHD Policy Manual.

#### **5. Notice of Adverse Benefit Determination (NOABD)**

Contractors providing Medi-Cal services shall provide clients with Medi-Cal with a NOABD under the following circumstances:

- a) The denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
- b) The reduction, suspension, or termination of a previously authorized service;
- c) The denial, in whole or in part, of payment for a service;
- d) The failure of Contractor to provide services within the required timeliness standards issued by ACBHD;
- e) The failure to act within the required timeframes for standard resolution of grievances and appeals; or
- f) The denial of a client's request to dispute financial liability, including cost sharing and other client financial liabilities.

Contractor shall utilize the ACBHD NOABD templates in threshold languages and adhere to the ACBHD policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries.

#### **6. Client Handbook**

Contractors providing Medi-Cal services shall distribute the ACBHD Guide to Drug Medi-Cal Services upon initial intake and upon a client's request.

#### **7. Clinical Documentation**

Contractors providing Medi-Cal services shall provide and maintain clinical documentation and practice standards that comply with regulatory requirements and with ACBHD QA Manual. Updates and/or clarifications to clinical documentation standards may also occur via ACBHD QA website and publications, including memos, FAQs, and training materials.

#### **8. Reserved**

#### **9. Continuity of Services/Discharge Planning**

Contractor shall facilitate care coordination, continuity of care, discharge and exit planning, in accordance with the ACBHD QA Manual, the ACBHD Out of Network Access and Continuity of Care for Medi-Cal SMHS and SUD Services Policy, and other regulatory requirements. Contractor shall begin discharge planning at intake.

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 **is no longer available** or in the event a program closes.

To the extent appropriate and based on client consent, Contractor shall coordinate and communicate with other care providers or care managers serving the client for the purpose of facilitating an effective transition and to prevent negative outcomes such as victimization, crisis, or homelessness.

## **10. Interim Services**

In the event that a client is placed on a pending services list for Contractor's program, Contractor shall ensure that interim services are provided during the period of time the individual is on the pending services list for SUD treatment.

- i. At a minimum, Contractor's interim services shall include:
  - a. Counseling and education about HIV and tuberculosis (TB);
  - b. Information about the risks of needle-sharing;
  - c. Information about the risks of transmission to sexual partners and infants;
  - d. Information about steps that can be taken to ensure that HIV and TB transmission does not occur;
  - e. Referral for HIV or TB treatment services as necessary;
  - f. Regular weekly check-ins with the client;
  - g. For pregnant individuals, Contractor shall provide:
    - i. Counseling on the effects of alcohol and drug use of the fetus; and
    - ii. Referral for prenatal care.

If a client declines interim services, Contractor shall record the client's declination in Clinician's Gateway. Contractor will abide by ACBHD's Interim Services Management for SUD Treatment Programs Policy regarding the procedure for tracking individuals placed in Interim Services.

Contractor shall maintain interim services for a client until the client is removed from pending services list.

## **11. SUBG Requirements**

SUBG funds may not be expended upon DMC-ODS reimbursable services provided to DMC members.

Individuals presenting at a program site must be provided treatment within 14 days after an individual's initial request for treatment. If that requirement cannot be met, interim services must be provided within 48 hours.

Contractor shall ensure that individuals in need of intravenous drug user (IVDU) treatment, **including pregnant women**, shall be encouraged to undergo alcohol and other drug treatment.<sup>20</sup>

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<sup>20</sup> 42 U.S.C. § 300x-23; 45 C.F.R. § 96.126(e).

All individuals in need of IVDU treatment must be admitted to treatment within 14 days of an individual's request, or alternatively, within 120 days of an individual's request if no such program within the ACBHD DMC-ODS has the capacity to admit the individual and if interim services are made available to the individual not later than 48 hours after such request.

Treatment preference under SUBG is as follows: 1) pregnant injecting drug users, 2) pregnant substance abusers, 3) injecting drug users, 4) those with criminal justice involvement, 4) all others.

Contractor shall maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.

#### **12. Program Modification for Substance Use Disorder (SUD) Treatment Services**

Contractors providing SUD treatment services shall provide ACBHD notice of: (1) any change to Contractor's Drug Medi-Cal (DMC) certification within two days of the change; or (2) any application for DMC certification, including but not limited to for reasons relating to covered service reduction, consolidation or relocation, at least 30 days prior to submitting a new DMC certification application to DHCS' Provider Enrollment Division (PED). The DMC certification application must be submitted to PED at least 60 days prior to the desired effective date of covered service reduction, consolidation or relocation. Contractor shall notify ACBHD within 24 hours if Contractor's license, registration, certification, or approval to operate a SUD program or provide a covered service is revoked, suspended, modified, or not renewed by Contractor's credentialing entities.

### **III. SERVICE DELIVERY SITE**

#### **A. Site Inspection/Site Visits**

ACBHD, DHCS, or any other applicable regulatory body has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed pursuant to this Agreement, including at the premises where services are performed. If an inspection or evaluation is made at Contractor's premises, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay work for either Contractor or ACBHD. Contractor shall notify ACBHD of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBHD shall reserve the right to attend any or all parts of external review processes.

#### **B. Site Licenses, Permits, Certifications**

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 other local laws, guidelines, and directives as may be amended from time to time for the operation of its facility or for the provision of services hereunder.



Contractor shall have and maintain a valid and current fire clearance at the specified service delivery sites where direct services are provided to clients.

At least 30 days prior to the move of any program location or change of contracted hours of operation, Contractor shall complete a Program Change Request Form <sup>21</sup> and submit it to their ACBHD Contract Managers. The ACBHD executed Program Change Request Form shall serve as ACBHD approval of change of program location or contracted hours of operation in lieu of a contract amendment. For Substance Use Disorder (SUD) Services billing to Drug Medi-Cal (DMC), Contractor shall obtain applicable site certification and/or licensure, including but not limited to Drug Medi-Cal certification, American Society of Addiction Medicine (ASAM) or DHCS designations for the contracted level(s) of care, Alcohol and Other Drug (AOD) Program certification, and AOD DHCS licensure. Contractor shall be responsible for any gaps in ability to claim during a period in which the site is not appropriately certified.

### **C. Additional Requirements for Medi-Cal Programs**

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBHD QA Manual. For services delivered at school sites, Contractor shall follow ACBHD QA policies for school-based sites.

Contractors providing SUD treatment under DMC shall also have and maintain the following at each office/clinic/facility location specified in the Exhibit A-Scope or Work (SOW):

- i. DMC certification and ASAM designation or DHCS Level of Care Designation for each type of contracted service being delivered; and
- ii. Any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

Contractors providing Medi-Cal services shall maintain hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients.

## **IV. STAFFING**

### **A. Level of Staffing**

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services in the Exhibit A-Scope of Work. Contractor shall notify the ACBHD Program Contract Manager within five business days of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the term of the Agreement.

### **B. Disclosure of Ownership, Control and Relationship Information**

Contractor shall submit updated disclosures to ACBHD on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed

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<sup>21</sup> <http://www.acbhcs.org/providers/network/cbos.htm>



change in the organization's ownership, name and/or Federal Tax Identification pursuant to 42 CFR § 455.104. Any person with a five percent or greater ownership interest shall also be subject to requirements set forth in 42 CFR § 455.416.

**C. Staff Roster**

Contractor shall ensure that employees, volunteers, Board Members, owners, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting services under this Agreement are included in Contractor's Staff Roster on file with ACBHD. Contractor shall submit an electronic form to ACBHD Information Systems (IS) within five business days for any staffing changes, including but not limited to, changes in job title, license discipline, license number, expiration and taxonomy code.

**D. Notice of Changes in Key Personnel**

Contractor shall immediately inform ACBHD in writing of any staffing changes in the following positions or the equivalent positions within Contractor's organizational structure: Chief Executive Officer (CEO)/Executive Director, Chief Financial Officer (CFO)/Accountant, Other Contract Signatory, Billing Contact, Quality Assurance (QA) Director/Manager, Board Member, Programmatic or Administrative Contact(s), Medical Director (MD), or any other position of significance to Contractor's fulfillment of this Agreement or the clinical care of ACBHD clients. Contractor shall notify ACBHD by submitting to the ACBHD Program Contract Manager a Provider/Program Change Notification Form.<sup>22</sup>

Contractor shall notify IS within five business days if any of its staff with access to protected health information (PHI) or personally identifiable information (PII) through ACBHD's applications (e.g., ACBHD SmartCare Billing System, Clinician's Gateway, Yellowfin) no longer need this access due to separation from the organization, change in functions, or death so that ACBHD may terminate/revoke access. Contractors shall notify ACBHD 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. This notification request shall be made through the ACBHD Staff Number Web Portal/E-Form.<sup>23</sup>

**E. Experience, Expertise and Training**

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 shall include at minimum, a CEO or Executive/Program Director and, for contracts over \$1,000,000, a Compliance Officer and a CFO or Finance Director/Accountant with at least five years of education, training, and/or experience in finance or business administration.

Contractor shall maintain staffing with professional experience and expertise in providing evidence-based, culturally, and linguistically appropriate services, particularly for any designated priority populations that Contractor has agreed to serve. Contractor shall ensure annual training of all applicable employees, volunteers, Board Members, owners, and/or

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<sup>22</sup> <http://www.acbhcs.org/providers/network/cbos.htm>

<sup>23</sup> <http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms>

agents who are providing and/or supporting services under this Agreement on Administrative and Compliance Requirements, in areas including but not limited to: documentation standards, billing requirements, Culturally and Linguistically Appropriate Standards (CLAS), and Annual Alameda County Health (ACH)<sup>24</sup> Compliance Program Awareness Training (topics include Code of Conduct, elements of an effective compliance program; fraud, waste and abuse; reporting non-compliance and protection from retaliation). Contractor is responsible for delivering Health Insurance Portability and Accountability Act (HIPAA)/Privacy and Security trainings to its workforce members at the time of hire and annually thereafter.

Contractor's trainings shall comply with any associated ACBHD policies contained in the ACBHD QA Manual or the ACBHD Policy Manual. HIPAA/Privacy and Security training and HIPAA Confidentiality Statement Attestation must be completed within ten business days of onboarding a new staff member. Contractor shall ensure that staff have the training, experience, and scope of practice consistent with any applicable regulatory board requirements prior to offering or rendering services.

**1. Continuing Education (CE) and Continuing Medical Education (CME)**

Contractor shall maintain documentation of required training in Addiction Medicine which shall include but shall not be limited to: five CE units annually for Contractor's Licensed Practitioners of the Healing Arts (LPHAs) and five CME credits annually for Contractor's Medical Director or Chief Medical Officer.

**2. American Society of Addiction Medicine (ASAM) Criteria**

Contractor shall ensure that all staff providing Substance Use Disorder (SUD) treatment and/or working in other roles that utilize the ASAM Criteria have:

- i. Completed the following ASAM e-modules: ASAM Multidimensional Assessment and From Assessment to Services Planning and Level of Care prior to conducting ASAM assessments or establishing medical necessity for SUD treatment services.
- ii. Received training on DMC-ODS providers and programs in order to make appropriate and effective referrals, and training to determine medically urgent referrals for detoxification, including medical detoxification.

Contractor shall encourage its staff to participate in ASAM trainings and ASAM care consultation calls as designated by ACBHD. Each program utilizing the ASAM shall present at a care consultation call at least once during the contract period. Contractor shall provide individual staff-level documentation of training and monitoring to fidelity practice standards as required by ACBHD.

**3. Evidence-Based Practices**

Contractor shall ensure that all staff providing SUD treatment, and their direct supervisors, are trained in at least two of the following Evidence-Based Practices annually and shall provide individual staff-level documentation of training, supervision, and monitoring to fidelity practice standards as requested by ACBHD: Motivational Interviewing, Cognitive Behavioral Therapy, Seeking Safety Trauma

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<sup>24</sup> Previously known as Alameda County Health Care Services Agency (HCSA). References to HCSA mean ACH.

Informed Treatment, Relapse Prevention, and Psycho-Education Groups. At minimum, Contractor shall ensure one or more treatment staff, per SUD treatment program, are trained in Motivational Interviewing and Cognitive Behavioral Therapy. Trainings must be held by an accredited agency that can provide Contractor with proof of training completion or Continuing Education (CE)/Continuing Medical Education (CME) certificates.

#### **4. Other Training**

Contractor shall ensure that all staff providing SUD treatment receive additional training as specified by ACBHD such as those in the ACBHD QA Manual, as well as ACBHD-recognized training on the fundamentals of Medication Assisted Treatment (MAT), including information about how these medications work to treat addiction, addiction as a chronic disease, process for linkage to MAT services, and the importance of removing stigma from the use of medications in a SUD treatment plan.

#### **F. Organizational Chart and Job Descriptions**

Contractor shall have, maintain, and provide to ACBHD upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. Upon ACBHD request, Contractor shall provide additional information about organizational staffing, including but not limited to the extent to which organizational staffing supports service delivery in compliance with this Agreement. Treatment programs shall have designated staff for Care Coordination as identified in the job descriptions.

#### **G. Credentialing, Certifications, and Licensures**

Contractor shall maintain a pre-hire process to ensure that supervisors and staff members are appropriately trained, credentialed, **licensed or registered**, and provide services to clients within their individual scope of practice and within any restrictions noted on the credential or license. Contractor shall ensure that staff register and maintain a valid provider profile with The Council for Affordable Quality Healthcare (CAQH)-ProView and attest to the accuracy of their profile information at initial credential verification, every 120 days, and every subsequent recredentialing event. **Contractor shall notify ACBHD Credentialing, via email, of new hires and employment separations of licensed staff within five business days of event.** Contractor shall comply with the ACBHD Credentialing and Re-Credentialing Policies, and shall work with ACBHD to demonstrate compliance with regulatory requirements. Contractor shall maintain procedures to ensure that all direct service staff members receive appropriate supervision and maintain **sufficient** Continuing Education (CE) units or Continuing Medical Education (CME) credits as required by their respective credentialing body and as outlined in the ACBHD QA Manual.

In SUD programs, Contractor shall ensure that at least 30 percent of staff providing counseling or portal services are certified as SUD Counselors or licensed, and that all other counseling staff are registered as SUD Counselors.

#### **H. Peer Certification**

Contractor shall comply with DHCS and ACBHD<sup>25</sup> requirements offering Peer Support Services through a Certified Peer and/or Family Support Specialist.

#### **I. Reserved**

#### **J. Exclusion Lists**

Contractor may not subcontract with or employ any party listed on the government-wide exclusions in the U.S. System for Award Management (SAM). Contractor shall comply with applicable State and Federal debarment, exclusion, and suspension laws, including but not limited to 42 CFR Part 1001 and requirements relating to the SAM (2 CFR Part 180), and shall comply with the ACH Exclusion Screening Policy.<sup>26</sup> If requested by ACBHD, Contractor shall provide information demonstrating compliance.

If Contractor subcontracts with or employs an excluded party, County or DHCS has the right to terminate relationship, withhold payments, disallow costs, and/or issue a Corrective Action Plan (CAP), as appropriate, pursuant to Health & Safety Code § 11817.8(h). Certain exclusion requirements are set forth in 42 U.S.C. § 1320a-7(a).

Contractor is responsible for performing the following Exclusion Checks prior to hiring a potential employee to ensure the employee is not suspended, debarred, excluded or otherwise declared ineligible from participation in government funded healthcare programs or contracts:

- i. California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List;
- ii. U.S. Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals and Entities;
- iii. U.S. General Services Administration System for Award Management (SAM); and
- iv. Social Security Administration Death Master File (SSDMF).

Contractor shall conduct these Exclusion Checks prior to granting any staff person access to personal, sensitive or confidential information (PSCI).

#### **K. Compliance Program/Code of Conduct**

Contractor shall ensure that each of its staff members comply with the ACBHD Ethical Conduct Code in the ACBHD QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. For each employee, volunteer, Board Member, owner and/or agent who is providing and/or supporting services under this Agreement, Contractor shall maintain on file a signed Code of Conduct meeting the requirements set forth in the ACBHD QA Manual. ACBHD may, from time to time, revise such requirements, and Contractor shall, if necessary, obtain newly signed Code of Conduct documents meeting those requirements.

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<sup>25</sup> ACBHD Peer Support Services Policy will be published in 2024 and posted on the ACBHD QA website.

<sup>26</sup> <https://bhcsproviders.acgov.org/providers/PP/OCS.C.001%20HCSA%20Exclusion%20Screening%20Policy.pdf>

SUD providers shall additionally meet applicable code of conduct requirements as set forth in the DMC-ODS Intergovernmental Agreement, and other applicable regulations.

**L. Criminal Background Consent**

Contractor shall ensure that all workforce members consent to criminal background checks, including fingerprinting when required 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 CMS or DHCS pursuant to 42 CFR § 455.434.

**M. Confidentiality Statement**

Contractor shall collect a signed ACBHD Confidentiality Statement Attestation or a Confidentiality Statement approved by the ACBHD Privacy Officer as specified by ACBHD from any staff member who will have access to PSCI through this Agreement prior to granting any staff person access to PSCI and annually thereafter. Contractor shall comply with the ACBHD Policy on Privacy, Security and Confidentiality Statement of Client Services, Records and Information.

**N. Retention of Employee Records**

Contractor shall retain employee files for credentials, licensure and completed trainings for the period of at least ten years from date of service, end of Medi-Cal or Medicare Advantage or Medicare Part D contract period, or audit completion, whichever is later.<sup>27</sup> ACBHD recommends a record retention period of at least 15 years from the date of service for programs billing to Medi-Cal and Medicare. Evidence of credentials and training shall be furnished to ACBHD upon request.

**V. CLIENT RECORDS, PRIVACY, AND SECURITY**

**A. Legal and Regulatory Compliance**

Contractor shall comply with all applicable Federal and State laws, and ACBHD policies, pertaining to the confidentiality, availability, and integrity of individually identifiable protected health information (PHI) or personally identifiable information (PII), including, but not limited to, all requirements noted in the following:

1. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health (HITECH) Act, together referred to as 45 CFR Parts 160, 162, and 164, or "HIPAA". Specific attention is given to Part 164 – Security and Privacy, including Subparts A (General Provisions), C ("Security Rule"), D ("Breach Notification Rule"), and E ("Privacy Rule").
2. California Welfare and Institutions Code provisions regarding confidentiality of patient information and records.
3. 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records.

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<sup>27</sup> 42 CFR §§ 422.504(i)(2) & 423.505(i)(2); 22 CCR § 51476; Welf. & Inst. Code § 14124.1.

## **B. Confidentiality and Secure Communications**

Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems and communications containing PHI and/or PII, and to protect paper documents containing PHI and/or PII. Contractor shall implement appropriate and reasonable administrative, technical, and physical safeguards as required by the HIPAA Privacy and Security Rules to protect the confidentiality, integrity, and availability of PHI and PII, and to prevent unauthorized use or disclosure of PHI or PII.

## **C. Electronic Privacy and Security**

All workstations and laptops and/or other portable devices that store PHI or PII either directly or temporarily must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the ACBHD Information Systems Security Office.

Contractors shall have a secure system for sending emails and, if applicable, facsimiles (faxes). Contractor shall send any email or fax containing PHI or PII in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

Contractor shall institute compliant **identification and authentication** management policies and procedures, which shall include but are not limited to procedures for **biometrics and** creating, changing, and safeguarding passwords.

Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: client plan, discharge plan, informing materials, and health questionnaire. **In addition, Contractor shall comply with the requirements of the 21st Century Cures Act – Information Blocking Rule.**

Contractors entering data into any ACBHD EHR shall ensure that staff members are appropriately trained to enter and maintain data within this system.

**All Substance Use Disorder (SUD) treatment providers shall utilize the ACBHD EHR as specified by ACBHD. Opioid Treatment Providers (OTPs) are required to use this EHR to complete ASAM assessments, to enter Network Adequacy Timeliness tracking data, and other specific uses as instructed by ACBHD. The other functions of ACBHD's EHR are not currently available to OTPs and those programs must establish and maintain alternative clinical documentation and other medical record keeping systems.** Programmatic exceptions to the requirement to utilize the ACBHD EHR may be granted in writing at discretion of the Substance Use Continuum of Care Director.

## **D. Transaction Standards**

Contractor shall comply with the following standards under HIPAA:

### **1. Trading Partner Requirements:**

- i. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation.<sup>28</sup>
- ii. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation.<sup>29</sup>
- iii. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications.<sup>30</sup>
- iv. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification.<sup>31</sup>

### **2. Concurrence for Test Modifications to HHS Transaction Standards:**

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

### **3. Adequate Testing:**

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

### **4. Deficiencies:**

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS or County, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When Contractor is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

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<sup>28</sup> 45 CFR § 162.915(a).

<sup>29</sup> 45 CFR § 162.915 b).

<sup>30</sup> 45 CFR § 162.915(c).

<sup>31</sup> 45 CFR § 162.915(d).



**5. Code Set Retention:**

Both parties understand and agree to keep open code sets being processed or used in this agreement for at least the current billing period or any appeal period, whichever is longer.

**6. Data Transmission Log:**

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this agreement. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**E. Access and Maintenance of Service Records**

Contractor shall allow ACBHD, ACH, California Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), the Controller General of the United States, and other authorized Federal, State and local agencies to evaluate performance under this contract, and to inspect evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time, and to allow interviews of any employees or contractors who might reasonably have information related to such records. The maintenance, access, disposal, and transfer of records shall be in accordance with ACBHD policies and procedures and shall comply with professional standards and applicable local, State, and Federal laws, including but not limited to 42 CFR §§ 438.230(c)(1-3)(i-iv) & 438.3(h), and 45 CFR § 164.504.

**F. Business Associate Agreement (BAA)**

Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined by HIPAA. For these duties, Contractor may be a Business Associate of County of Alameda and shall comply with the applicable provisions set forth in Exhibit E, BAA, which is attached hereto and made part of this Agreement.

**G. Qualified Service Organization (QSOA)**

Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined by HIPAA and 42 CFR Part 2. For these duties, Contractor is a QSOA of County of Alameda and shall comply with the provisions set forth in Exhibit A-3 (Master Contracts) or Exhibit H (Services As Needed Contracts), QSOA, which is attached hereto and made part of this Agreement.

## **H. Breaches of Confidentiality**

Contractor shall comply with the requirements of the BAA (Exhibit E), and the ACBHD Privacy and Security Incident Reporting Policy. Contractor shall report all privacy and security incidents to ACBHD and ACH within 24 hours of discovery by completing the online Privacy Incident Reporting Form,<sup>32</sup> and Contractor shall comply with State and Federal laws pertaining to data breaches. Contractor agrees to hold ACBHD harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

## **VI. OVERSIGHT AND AUDIT**

### **A. Cooperation with Audits or Investigations**

Contractor shall fully cooperate with ACBHD in any review and/or audit initiated by ACBHD, ACH, DHCS, CMS, HHS OIG, Health Resources and Services Administration (HRSA), Drug Enforcement Agency (DEA), or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractors shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBHD (SUD Operational Leads, Contracts, and QA) of any scheduled or unscheduled external evaluation or site visits within five business days of the date the agency becomes aware of such visit. ACBHD has the right to attend any or all parts of external review processes. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this contract or in the event Contractor has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 CFR §§ 438.3(h) and 438.230(c)(3)(i-iii).

## **VII. ACCESS AND NONDISCRIMINATION**

### **A. Leveraging Technology to Meet Client Needs**

Contractor may utilize technology, such as telehealth, to serve clients as specified by DHCS and by ACBHD in the QA Manual. Prior to the delivery of telehealth services, Contractor must obtain client's verbal or written consent for the use of delivering services via telehealth (synchronous audio and video) or telephone (audio only), explain specific information to client regarding the use of telehealth, and document in medical record client's consent to receive covered services via telehealth.

### **B. Americans with Disabilities Act**

Contractor shall comply with the ACBHD Accessibility of Services Policy. Contractor shall ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements.<sup>33</sup>

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<sup>32</sup> Privacy Incident Reporting Form: <https://app.smartsheet.com/b/form/0669dd55f23b4d77843674eac79c3c46>

<sup>33</sup> Section 508 of the Rehabilitation Act of 1973 (29 USC § 794d) and the Americans with Disabilities Act of 1990, as amended.

### **C. 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 or programs included in this Agreement. Contractor shall inform the County if it is faith-based.

If Contractor identifies as faith-based, Contractor shall:

- i. Submit to ACBHD a written policy that states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- ii. Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- iii. Track and notify the ACBHD-designated Clinical Liaison of any referrals to alternate providers due to religious objections **within 48 hours**; and
- iv. Ensure that the client makes contact with the alternate provider to which he or she is referred.

No State or Federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No State or Federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity. Contractor shall establish such processes and procedures as necessary to comply with the provisions of 42 USC § 300x-65 and 42 CFR Part 54.

### **D. Non-Discrimination in Employment and Services, and Equal Opportunity**

Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. 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; ethnic group identification; national origin; ancestry; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation; gender identity; AIDS/HIV status; medical condition; genetic information; political affiliation; or veteran status.

For the purpose of this Agreement, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals seeking services or employment under this contract: denying an otherwise eligible individual any service, providing a benefit that 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 that individuals shall meet in order to be provided any service or benefit. Contractor shall comply with other regulatory requirements around non-discrimination and equal opportunity in services and

employment. Contractor shall post materials related to non-discrimination and equal opportunity in services and employment.

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall have policies and furnish upon request procedures that protect clients and employees in the above-listed protected categories from harassment.

Contractor shall comply with applicable regulation, included but not limited to: Title VI of the Civil Rights Act of 1964 Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age; Age Discrimination in Employment Act (29 CFR Part 1625); Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment; Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities; Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing; Section 1557 of the Patient Protection and Affordable Care Act; Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E). Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 11000 et seq. and Title 2 Division 4 § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall comply with Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;” Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding

nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance; Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency; the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities; or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act.

Substance Use Disorder (SUD) programs shall not deny admission based on an individual having a valid prescription from a licensed healthcare professional for a medication approved by the U.S. Food and Drug Administration for the purpose of medication assisted treatment of substance use disorders.

**E. Sex Offenders**

Contractors shall not decline services to individuals based solely on their status as registered sex offenders. Sex offender registrants must be considered for treatment and/or services individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor shall consult with the ACBHD System of Care Director or designee and receive written permission to withhold services.

**F. Culturally and Linguistically Appropriate Services (CLAS)**

To ensure equal access to quality care by diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://thinkculturalhealth.hhs.gov/clas/standards>. Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization, and shall work with ACBHD and other partners to enhance service utilization for different populations including but not limited to American Indians/Alaskan Natives and other priority populations. See Reporting and Evaluation section for annual training requirements.

**G. Linguistic Capability and Accessible Format**

The County is responsible for ensuring that services are linguistically responsive and provided in languages including but not limited to the County threshold languages of English, Spanish, Arabic, Korean, Chinese (spoken: Cantonese and Mandarin; written: Traditional and Simplified), Farsi, Tagalog, and Vietnamese and any other threshold languages added at a later date. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBHD Language Line.

Contractor shall ensure its written materials that are critical to obtaining services are available in threshold languages and alternative formats. Contractor shall ensure that visual-impaired, hearing-impaired and other special needs audiences are provided with information in formats that provide the most assistance in making informed choices.

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Gov. Code §§ 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR § 92.101, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services. **Interpreters hired by Contractor shall be certified.**

## **VIII. TOBACCO, ALCOHOL, AND SUBSTANCE USE POLICIES**

### **A. Drug-Free Workplace**

Contractor shall provide a drug-free workplace in accordance with regulatory requirements.<sup>34</sup> Contractor must notify the ACBHD Program Contract Manager within five days if any employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County-funded facility or work site.

### **B. Norms Around Substance Use**

Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event funded in any way by County, whether on or off the program premises. Contractor agrees that information produced through these funds, and that pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program. No aspect of a drug or alcohol-related program may include any message on the responsible use, if the use is unlawful, of drugs or alcohol.<sup>35</sup>

### **C. SUD Regulations Concerning Substance Use**

None of the funds available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act.<sup>36</sup> No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug, unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.<sup>37</sup> This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the U.S. Drug Enforcement Administration

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<sup>34</sup> Gov. Code §§ 8350-8357 (Drug-Free Workplace Act of 1990).

<sup>35</sup> Health & Safety Code §§ 11999-11999.3.

<sup>36</sup> 21 USC § 812.

<sup>37</sup> 45 CFR. § 75.300(a); 21 USC §§ 812(c) & 841.

(DEA) and under a U.S. Food and Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

**D. Provider Tobacco Policies and Client Treatment Protocols**

Contractor shall implement the ACBHD Provider Tobacco Policies and Client Treatment Protocols as specified in the ACBHD Policy Manual, and comply with all associated State requirements. SUD treatment providers shall follow current ACBHD guidance regarding Medi-Cal claiming related to tobacco services. Smoking shall not be a factor in eligibility for services or discharge unless the smoking is occurring in violation of State or local law.

**E. Smoke-Free Workplace Certification**

United States Public Law 103-227 (Title X, Part C), also known as the Pro-Children Act of 1994, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted, that is used for the routine or regular provision of: 1) kindergarten, elementary, or secondary education or library services, or 2) health or day care services that are provided to children under the age of 18. The law applies 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 Women, Infants, and Children (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 of 1994 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 of 1994.

**IX. ADDITIONAL STATE AND FEDERAL LAWS**

**A. Whistleblower Program**

Contractor shall be knowledgeable and educate its workforce about the ACBHD Whistleblower Program and how to report potential fraud, waste, and abuse as specified in the ACBHD Whistleblower Program for Fraud, Waste, and Abuse Policy.

**B. Trafficking Victims Protection Act of 2000**

Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 USC Section 7104) as amended by section 1702 of Pub. L. 112-239. Contractor shall provide evidence of compliance with this Act upon request by ACBHD.



**C. Assignment of Clayton Act or Cartwright Act Claims**

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (15 USC Chapter 2 § 16700 *et seq.*) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

**D. Other Regulatory Requirements**

Contractor shall also comply with other applicable regulatory requirements, including but not limited to:

1. Air or Water Pollution Requirements, including but not limited to the Clean Air Act (e.g., 42 USC § 7401 *et seq.*, 42 USC § 7606), Clean Water Act (e.g., 33 USC § 1251 *et seq.*, 33 USC § 1368, and Executive Order 11738.
2. Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
3. Hatch Act: Contractor agrees to comply with the provisions of the Hatch Act (5 USC § 7321 *et seq.* (Political Activities)), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
4. Legal and Internal Revenue Service Requirements.
5. Notice to suspend performance or stop work: Upon receipt of a suspension or stop work notification from ACBHD or DHCS, Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage. Neither ACBHD nor DHCS shall be liable to Contractor for loss of profits because of any suspension or stop work notification issued under this clause.
6. Title 42 of the United States Code;
7. Title 42 of the Code of Federal Regulations; and
8. Union Organizing.

**X. ADDITIONAL REQUIREMENTS**

**A. Provider Meetings**

Contractor shall attend regularly scheduled ACBHD System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBHD throughout the term of this Agreement.

**B. Quality Improvement (QI)**

Contractor shall participate in QI activities, including participation in Performance Improvement Projects (PIPs) as requested ACBHD in relation to State and Federal requirements and responsibilities.

**C. Acknowledgement of ACBHD**

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

**D. Claims Corrections for Medi-Cal Programs**

Contractors providing Medi-Cal services shall respond in a timely manner to ACBHD requests for correcting Medi-Cal claims when such requests are made by ACBHD.

**XI. REPORTING AND EVALUATION**

**A. Monthly**

Contractor shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors shall complete and submit an ACBHD 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 ACBHD as described in the ACH Agency Exclusion Screening Policy.

**B. Annually**

Contractor shall provide or update information on an annual basis to demonstrate compliance with the following:

**1. Provider Contact Information**

Contractor shall provide ACBHD with an updated list of key contacts within its organization by March 15th of the fiscal year.

**2. Culturally and Linguistically Appropriate Services (CLAS) Training**

Contractor shall ensure that at least half of their direct service staff and managers who are providing or supporting services through this Agreement shall complete at least three CLAS trainings annually. At least one of the CLAS trainings shall be offered through ACBHD and shall be attended by at least two staff from Contractor's organization, one of which shall be a manager.

Contractor shall submit the following information by July 10th of the following fiscal year to the ACBHD Office of Ethnic Services:

- a) An electronic survey that demonstrates Contractor's implementation of CLAS Standards; and
- b) A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement.

**C. As Required**

Contractor shall provide ACBHD with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBHD Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event 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 Policy.

**D. As Requested**

Contractor shall submit a current staff roster within 30-days of request by ACBHD. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, owners with five percent or greater interest, and agents providing services and/or goods under this Agreement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Contractor shall submit any special information or reports requested by ACBHD, and shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding. Any other emerging reporting required by applicable laws and regulations shall be submitted as a condition of maintaining funding.

**E. Medi-Cal Programs**

Medi-Cal programs shall provide or update information to demonstrate compliance with the following:

**1. Ongoing or Monthly**

Contractors providing Medi-Cal services shall input data into an electronic data collection and claiming system approved by ACBHD Information Systems (IS) by the third business day of each month according to the written data entry procedures specified by ACBHD IS, and complete any corrections based on the test claim before ACBHD submits the monthly Medi-Cal claim, which is typically on the third Saturday of each month. Contractor shall input clinical notes by the seventh calendar day of each month.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBHD Timely Access to Service Standards and Tracking Requirements Policy. Contractor shall track all data as specified by ACBHD.

**2. California Outcomes Measurement System for Treatment (CalOMS-Tx)**

Contractor shall comply with the CalOMS-Tx data compliance standards established by the California Department of Health Care Services (DHCS) around admission, discharge, annual update, “provider no activity” report records, and resubmissions of records containing errors or in need of correction. For compliance with provider non-activity reports and annual updates, Contractor shall enter all related data on an ongoing basis and by no later than the 4th of each month. Contractor shall complete any needed corrections or updates prior to the 20th of each month.

**3. Provider, Program and Staff Information**

Contractor shall submit any needed updates to provider, program and staff information, as well as attestation of accuracy of information on file by the 15th of each month as requested by ACBHD to complete required publications, submissions and monitoring

including but not limited to Provider Directory and Network Adequacy Reporting.<sup>38</sup> Contractor's submission shall include but not be limited to Contractor's cultural and linguistic capabilities in service delivery and documentation of staff completion of cultural competence training and shall be in accordance with the format specified by ACBHD and DHCS.<sup>39</sup> These requirements are in furtherance of compliance with DHCS MHSUDS Information Notices 18-011 & 18-020.

**4. Drug and Alcohol Treatment Access Report (DATAR)**

Contractor shall input data into the DATAR<sup>40</sup> system monthly by no later than the 10th of each month following the report month period, regardless of whether Contractor has a waiting list for services.

**5. Annually  
Treatment Perception Survey**

Contractor shall conduct the annual treatment perception survey consistent with Drug Medi-Cal (DMC) Organized Delivery System (DMC-ODS) requirements and under the direction of the ACBHD System of Care and shall conduct other related DHCS-required activities to collect data necessary for performance measurement and/or quality improvement.

**6. As Required  
Correspondence from DHCS Provider Enrollment/Master Provider File Divisions**

Contractor shall report any correspondence received from the DHCS Provider Enrollment Division or Master Provider File Division.

**ASAM**

Contractor shall accurately report required ASAM level of care data into Clinician's Gateway, as directed by ACBHD.

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<sup>38</sup> 42 CFR § 438.10(h).

<sup>39</sup> 9 CCR §1810.410.

<sup>40</sup> <https://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>