



EXHIBIT A-1 STANDARD REQUIREMENTS

Aqua – MH Only

Green – SUD Only

Yellow – Key Changes from Prior Language

I. Scope of Service Requirements

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

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

- Alameda County Behavioral Health Care Services (ACBH) Quality Assurance (QA) Manual (hereafter ACBH QA Manual);¹
- **ACBH Policy and Procedures Manual;**² and
- **Applicable State-County Plans and Grant Agreements.**³

Contractor shall comply with any additional requirements noted in this Exhibit A-1 or any pertinent regulations if receiving County, State, Federal (including Medi-Cal) funding of any kind.

Contractors not in compliance with contract provisions, or State or Federal law and/or regulation shall be immediately responsible for remedy. ACBH may, at its discretion, issue a Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBH up to and including program termination, as specified in the ACBH QA Manual's ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers.

A. Medi-Cal Program Oversight

MH services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Article 3, Section 521 of the California Code of Regulations.⁴ Pursuant to such Section, the aforementioned Director shall supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

¹ http://www.acbhcs.org/providers/QA/qa_manual.htm

² <http://www.acbhcs.org/providers/PP/Policies.htm>

³ <http://www.acbhcs.org/providers/network/cbos.htm>

⁴ <https://oal.ca.gov/publications/ccr/>

II. Service Delivery Site Requirements

A. Site Inspection/Site Visits

ACBH, the Department of Health Care Services (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 premises in which it is being performed. If an inspection or evaluation is made of the premises of Contractor, 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 ACBH. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH 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/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.

Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.⁵ This fire clearance shall be renewed prior to expiration and submitted to the ACBH Site Certification email at SiteCertification@acgov.org. For services delivered at school districts, Contractor shall follow ACBH QA policies for school-based sites.

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 Form⁶ and submit it to their ACBH Program Contract Manager. For Specialty Mental Health Services billing to Medi-Cal, Contractor shall obtain site certification by ACBH.

C. Additional Requirements for Medi-Cal Programs

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBH QA Manual. For programs that are dispensing medications or seeking to dispense medications, Contractor shall ensure compliance with all of the requirements identified under CCR Title 9 and under Section 16-3 of the ACBH QA Manual (Medi-Cal Site Certification Protocol – “How To”).

Contractors providing MH treatment under Medi-Cal shall also have and maintain:

- Medi-Cal certification for each program that bills to Medi-Cal;

⁵ The term ‘client’ shall be synonymous with the term ‘consumer,’ ‘partner,’ ‘beneficiary,’ or ‘patient’ for the purposes of this Agreement.

⁶ <http://www.acbhcs.org/providers/network/cbos.htm>

- Medicare enrollment for each program that bills to Medi-Cal and has a contracted focus on serving Transition Age Youth, adults and/or older adults; and
- Any additional licensure, registration, or accreditation required by regulations for the service being delivered.

Contractors providing SUD treatment under Drug Medi-Cal shall also have and maintain:

- Drug Medi-Cal certification and American Society of Addiction Medicine (ASAM) designation for each type of contracted service being delivered; and
- Any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

Contractors providing Medi-Cal services shall have 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.

III. Service Provision Requirements

A. Informing Materials

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. Contractor shall ensure that ACBH grievance and appeals materials are accessible to consumers without having to make a request (such as by placing hard copies in the reception area of service location).

B. Conservatorship

Contractors providing placement for a client who is under extended or permanent Lanterman-Petris-Short (LPS) Conservatorship shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement. 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.

B. SUD Standards of Practice

Contractor shall comply with applicable Standards of Practice for SUD Programs in areas including, but not limited to:

- Intergovernmental Agreement between DHCS and Alameda County;⁷
- Special Terms and Conditions for Drug Medi-Cal Services;⁸
- ACBH Drug Medi-Cal Organized Delivery System (DMC-ODS) Practice Guidelines and Clinical Process Standards (hereafter ACBH DMC-ODS Guidelines);⁹
- ACBH Guide to Drug Medi-Cal Services;¹⁰

⁷ https://www.dhcs.ca.gov/provgovpart/Documents/DMC-ODS_Waiver/DMC-ODS_Executed_Contracts/Alameda_County_ODS_Contract.pdf

⁸ <https://www.dhcs.ca.gov/provgovpart/Pages/Special-Terms-and-Conditions.aspx>

⁹ <http://www.acbhcs.org/substance-use-treatment/>

¹⁰ http://www.acbhcs.org/SUD/docs/BHCS_DMC_ODS_Member_Handbook.pdf

- DHCS DMC-ODS Forms and Technical Assistance Documents;¹¹
- American Society of Addiction Medicine (ASAM) Criteria for Addiction, Substance-Related and Co-Occurring Conditions;
- Minimum Quality Drug Treatment Standards for DMC;¹²
- DHCS Perinatal Practice Guidelines;¹³
- State of California Youth Treatment Guidelines;¹⁴
- CCR Title 9, Division 4, Chapter 4: Narcotic Treatment Programs;
- Title 22: Drug Medi-Cal; and
- Substance Abuse Block Grant (SABG).

Contractor's providing SUD treatment services shall enhance their business and clinical practices, documentation standards, and staff training to strengthen compliance with DMC-ODS requirements and maximize DMC billing.

C. 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 Quality Assurance (QA) Plan that meets the requirements of the ACBH QA Department. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics from the ACBH QA Manual.

2. Authorizations

Contractors providing Medi-Cal services shall comply with ACBH and DHCS requirements for authorization and reauthorization of services including, but not limited to the DHCS Information Notice on Authorization of Specialty Mental Health Services.¹⁵

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 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 Medi-Cal eligible clients not currently enrolled in Medi-Cal,

¹¹ http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx

¹² https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_2Fa_Minimum_Quality_Drug_Treatment_Standards_for_DMC.pdf

¹³ https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

¹⁴ https://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

¹⁵ https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_IN_19-026_Authorization_of_SMHS.pdf

Contractor shall make best efforts to enroll the client in Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This aid shall include but is not limited to assisting clients whose Medi-Cal benefits need to be transferred to Alameda County when the client has established his/her primary residence in Alameda County.

4. Notice of Adverse Benefit Determination (NOABD)

Contractors providing Medi-Cal services shall provide beneficiaries with a NOABD under the following circumstances: 1) the denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by ACBH; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. Contractor shall utilize the ACBH NOABD templates in threshold languages and adhere to the ACBH policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries in areas including, but not limited to, reporting.

5. Beneficiary Handbook

Contractors providing Medi-Cal services shall be responsible for distributing the **Guide to Medi-Cal Mental Health Services** or **the ACBH Guide to Drug Medi-Cal Services** upon initial intake to enable clients to understand how to effectively use the behavioral health services to which they are entitled under Medi-Cal.

6. Patients' Rights

Patients' rights regarding Medi-Cal services shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325 et seq. and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records shall comply with all appropriate State and Federal requirements.

6. (SUD) or 7. (MH). Clinical Documentation

Contractors providing Medi-Cal services shall provide clinical documentation that complies with regulatory requirements and with ACBH Clinical Documentation Standards as specified in the ACBH QA Manual **and the ACBH DMC-ODS Practice Guidelines and Clinical Process Standards**, available online at: <http://www.acbhcs.org/substance-use-treatment/>.

8. CANS/ANSA

Contractors providing Medi-Cal services shall implement the Child and Adolescent Needs and Strengths Assessment (CANS) and/or Adult Needs and Strengths Assessment (ANSA) according to the procedures specified by the ACBH CANS/ANSA Coordinators. For clients between three and 18 years of age, Contractor shall administer the Pediatric Symptom Checklist (PSC-35) at intake

and every six months thereafter according to the guidelines specified by ACBH. Exceptions include crisis programs, medication clinics, and programs that provide short-term services in which the length of stay is generally less than six months. For clients up to 20 years of age who have adjunctive services, Contractor may get a copy of the CANS from the primary Clinician/Service Provider.

7. (SUD) or 9. (MH). Discharge Planning/Continuity of Services

Contractor shall begin discharge planning at intake. Contractor shall facilitate discharge and exit planning, care coordination, and continuity of care in accordance with the ACBH QA Manual, State standards for specialty MH, and the ACBH DMC-ODS Practice Guidelines and Clinical Process Standards.

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 should die or become unable to continue providing services, or in the event that 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.

8. Interim Services

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

- At a minimum, Contractor's interim services shall include:
 1. Counseling and education about HIV and tuberculosis (TB);
 2. Information about the risks of needle-sharing;
 3. Information about the risks of transmission to sexual partners and infants;
 4. Information about steps that can be taken to ensure that HIV and TB transmission does not occur; and
 5. Referral for HIV or TB treatment services as necessary.
- For pregnant women, Contractor's interim service shall also include:
 1. Counseling on the effects of alcohol and drug use of the fetus; and
 2. Referral for prenatal care.

Contractor shall provide interim services, including regular weekly check-ins with the client while they are on the pending services list, until the client is placed into appropriate SUD treatment services or until client declines interim services. If a client declines interim services, Contractor shall indicate client's declination in Clinician's Gateway. Contractor will abide by ACBH's *Interim Services Management for SUD Treatment Programs* Policy, available online at <http://www.acbhcs.org/providers/QA/aod.htm>, regarding the procedure for tracking individuals placed in Interim Services.

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

9. SABG Requirements

SABG funds may not be expended upon Drug Medi-Cal reimbursable services to individuals who have or are eligible for Drug Medi-Cal.

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

All intravenous drug users (IVDU) must be admitted to treatment within 120 days of seeking services.

Treatment preference under SABG 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.

Programs providing IVDU treatment or services to pregnant women are required to conduct outreach activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

IV. Staffing Requirements

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services and shall maintain any further requirements as specified for each program in the Exhibit A–Program Requirements and/or the Exhibit A–Scope of Work. Contractor shall notify the ACBH 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 contract period.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBH on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed 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. Notice of Changes in Key Personnel

Contractor shall inform ACBH in writing as soon as known 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, Board Member, or Programmatic Contact(s). Contractor shall notify ACBH by submitting to the ACBH Program Contract Manager a Provider/Program Change Notification Form.¹⁶

Contractors receiving Federal funding 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. This notification shall be made through the ACBH Staff Number Request E-Form, which can be accessed at <http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms>.

D. 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 training of all applicable employees, volunteers, board members, owners, and/or 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, Code of Conduct, Annual Compliance, and Health Insurance Portability and Accountability Act (HIPAA)/Privacy. Contractor's trainings shall comply with any associated ACBH policies contained in the ACBH QA Manual or the ACBH Policy Manual.

1. American Society of Addiction Medicine (ASAM)

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

¹⁶ <http://www.acbhcs.org/providers/network/cbos.htm>

- Completed the following ASAM e-modules: Introduction to the ASAM Criteria; ASAM Multidimensional Assessment; and From Assessment to Services Planning and Level of Care;
- 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 their staff to participate in ASAM in-person trainings and ASAM care consultation calls with Dr. Me-Lee. Contractor shall provide individual staff-level documentation of training and monitoring to fidelity practice standards as requested by ACBH.

2. Evidence-Based Practices

Contractor shall ensure that all staff providing SUD treatment are trained in at least two of the following Evidence-Based Practices and shall provide individual staff-level documentation of training, supervision, and monitoring to fidelity practice standards as requested by ACBH: Motivational Interviewing, Cognitive Behavioral Therapy, Seeking Safety Trauma 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 Units (CEU)/Continuing Medical Education (CME) certificates. Contractor shall retain documentation of training participation in the Personnel File for at least three years post-completion. Contractor shall also keep on-file documentation of staff training on Addiction Medicine: five CEUs annually for Contractor's LPHAs and five CMEs annually for Contractor's Medical Director or Chief Medical Officer. Contractor shall ensure that all staff providing SUD treatment also receive ACBH-recognized training on the fundamentals of Medication Assisted Treatment, including information about how these medications work to treat addiction, addiction as a chronic disease, and the importance of removing stigma from the use of medications in a SUD treatment plan.

E. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBH upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. 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 to be delivered in accordance with the requirements of this Agreement.

F. Credentialing/Certification of License

Contractor shall ensure that supervisors and staff are appropriately credentialed and/or licensed without restrictions and provide services to clients within their individual scopes of practice and within any restrictions noted on the credential or license.

Contractor shall maintain copies of valid credentials and licensing, including renewals, for staff for the time they are employed. Contractor shall comply with the ACBH Credentialing and Re-Credentialing Policies in the ACBH QA Manual. Contractor shall ensure that all direct service staff receive supervision and maintain any Continuing Education Units (CEUs) as required by their respective credentialing body and as outlined by ACBH QA Manual section on Clinical Record Documentation Standards and/or on the MH Clinical Documentation Manual for Community-Based Organizations and County Clinics.

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

G. Exclusion Lists

Contractor is responsible for performing Office of the Inspector General (OIG) Exclusion List checks prior to hiring a potential employee. Contractor shall comply with applicable Federal and State suspension, debarment, and exclusion laws and regulations, including, without limitation, ongoing monitoring.

Contractor shall ensure that employees, volunteers, Board Members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting Medi-Cal, Medicare, Medi-Cal Administrative Activities (MAA), Federal block grant, or State or Federally-funded services under this Agreement are in good standing with Centers for Medicare and Medicaid Services (CMS) and DHCS and are not on any list of providers who are excluded from participation in Federal health care programs or on the Medi-Cal Suspended and Ineligible Provider List.

H. Ethical Code of Conduct

Contractor shall ensure that each of its staff comply with the Ethical Conduct Code regulations in the ACBH QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. Contractor shall ensure that it maintains on-file a signed Code of Conduct within the last 12 months for each employee, volunteer, board member, owner and/or agent who is providing and/or supporting services under this Agreement.

I. Criminal Background Consent

Contractor shall ensure that all employees 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 Centers for Medicare and Medicaid Services or DHCS pursuant to 42 CFR 455.434.

J. Oath of Confidentiality

Annually, 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 after termination of services provided under this Agreement.

V. Tobacco, Alcohol, and Substance Use Policies

A. Drug-Free Workplace

Contractor shall comply with State of California Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with State of California Government Code Section 8355. Contractor must notify the ACBH 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 that is sponsored by, or on behalf of, Contractor. 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.

C. SUD Regulations Concerning Substance Use

No aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (California Code, Health and Safety Code, Section 11999 et seq.). 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 the Controlled Substances Act (21 United States Code Section 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

C. (MH) and D. (SUD). Provider Tobacco Policies and Consumer Treatment Protocols

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall implement the ACBH Provider Tobacco Policies and Consumer Treatment Protocols.¹⁷ In addition, providers shall follow the ACBH guidance around Medi-Cal claiming when tobacco use impacts client recovery.

¹⁷ <http://www.acbhcs.org/bhcs-tobacco-policy/>

D. (MH) and E. (SUD). 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 or 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.

VI. Client Records, Data, Privacy, and Security Requirements

A. Electronic Privacy and Security

Contractor shall have a secure email system and ensure that staff members abide by the ACBH Policy on Electronic Health Records. Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days. Any Electronic Health Records (EHRs) maintained by Contractor that contain any protected health information (PHI) or personally identifiable information (PII) for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. 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. Contractors shall have the ability to send secure and encrypted emails containing PHI.

B. ACBH Electronic Health Record (EHR)

Contractors entering data into the ACBH EHR, Clinician's Gateway, shall ensure that staff are trained to enter and maintain data within this system. All SUD treatment providers shall utilize the ACBH EHR, except Opioid Treatment Providers who shall begin entering data into the EHR or other required systems within 30-day notice from ACBH.

C. Access and Maintenance of Service Records

Contractor shall allow ACBH, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Controller General of the United States, and other authorized Federal and State 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. The maintenance, access, disposal, and transfer of records shall be in accordance with the ACBH Record Storage and Retention Policy and Procedure in the ACBH QA Manual and shall comply with professional standards and applicable local, State, and Federal laws and regulations, including but not limited to 45 CFR Section 164.504, 42 CFR Section 438.3(h), and 42 CFR Section 438.230(c)(1-3)(i-iv).

D. Confidentiality and Secure Communications

Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable PHI and PII including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of patient information and records, and the DHCS Business Associate Agreement included in the Intergovernmental Agreement between DHCS and Alameda County.

E. Qualified Service Organization

Contractor shall be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined at 42 CFR Part 2. As a result, Contractor is a Qualified Service Organization of County of Alameda and shall comply with the provisions set forth in Exhibit A-3, Qualified Service Organization Agreement, which is attached hereto and made part of this Agreement.

E. (MH) and F. (SUD). Leveraging Technology to Meet Client Needs

Contractor may utilize technology to serve clients as specified by ACBH in the March 16, 2020 Memo around this subject,¹⁸ the QA Manual, and any subsequent formal written communication about clarifications and/or changes from ACBH.

F. (MH) and G. (SUD). Breaches of Confidentiality

Contractor shall follow the ACBH HIPAA Breach Reporting Policy and shall comply with State and Federal laws pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

¹⁸ <http://www.acbhcs.org/providers/network/cbos.htm>

VII. Coordination with ACBH and DHCS

A. Provider Meetings

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall attend regularly scheduled ACBH System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBH throughout the term of this Agreement.

B. Grievances and Appeals

Contractor shall comply with the ACBH Consumer Grievance and Appeal Processes policy. Consumer grievances shall be defined as dissatisfaction with ACBH services in areas that shall include but are not be 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. Consumer grievances shall be directed to the Consumer Assistance toll-free line at 1-800-779-0787 per the policy noted above. 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.

C. Cooperation with Audits or Investigations

Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, DHCS, 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 ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve 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 10 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 Federal Code of Regulations Title 42, § 438, subdivision 3(h) and 230(c)(3)(i-iii).

D. Acknowledgement of ACBH

For programs operating under a Master (versus Services As Needed) Contract, 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 County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

E. 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 Section 15) or under the Cartwright Act (15 USC Chapter 2 [commencing with section 16700]) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

G. Program Modification Approval Requirement

Contractors shall seek prior approval and immediately notify ACBH 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 ACBH in writing at least 30 days prior to proposed date for implementation of the change. Failure of notification constitutes a breach of this Agreement and is a cause for withholding payments and/or termination of this Agreement.

Contractors that participate in Medi-Cal Administrative Activities (MAA) shall comply with the policies and procedures required by DHCS, the Centers for Medicare & Medicaid Services, and ACBH. Contractors must maintain an approved MAA Claim Plan through the office of the ACBH MAA Coordinator. Preapproval from the ACBH Director of Finance must be requested and received prior to the contractor's discontinuation of MAA reporting activities.

1. Program Modification for SUD Treatment Services

Contractors providing SUD treatment services shall inform ACBH of any addition or change of information in Contractor's DMC certification, pending DMC certification application, or status at least 30 days prior to submitting a new DMC certification application to DHCS' Provider Enrollment Division (PED) reflecting the change. Contractor shall notify ACBH of Contractor's intent to reduce covered services, consolidate, or relocate at least 30 days prior to submitting a DMC certification application to DHCS' PED division. The DMC certification application must be submitted to PED at least 60 days prior to the desired effective date of the reduction of covered services consolidation or relocation. Contractor shall notify ACBH immediately (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.

H. Claims Corrections for Medi-Cal Programs

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

VIII. Administrative and Compliance Requirements

A. Americans with Disabilities Act

Contractor shall comply with the ACBH Physical Accessibility of Services Policy. 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 of 1973 (29 USC Section 794d) and the Americans with Disabilities Act of 1990, as amended.

B. 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:

- Submit to ACBH 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;
- Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- Track and 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.

C. 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 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 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.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 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 post materials related to non-discrimination in services and employment. 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.

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.

D. Sex Offenders

Contractors shall not automatically 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 ACBH System of Care Director or designee and receive written permission to withhold services.

E. Whistleblower Program

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

F. Culturally and Linguistically Appropriate Services (CLAS)

Contractor's organization shall ensure equal access to quality of care by diverse populations and shall adopt the U.S. Department of Health and Human Services Office of the Minority Health National CLAS Standards.¹⁹ Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization.

G. Linguistic Capability

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, Chinese Traditional (Mandarin), Chinese Simplified (Cantonese), Tagalog, Farsi, and Vietnamese. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBH Language Line.

H. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 as amended (22 USC Section 7104). Contractor shall provide evidence of compliance with this Act upon request by ACBH.

IX. Reporting and/or Evaluation Requirements

A. Monthly

Contractors receiving Federal funding shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors receiving Federal funding shall complete and submit an ACBH Monthly Staff Change Attestation E-Form on a monthly basis prior to the 15th of the

¹⁹ <https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

following month to attest that all staff changes have been submitted to ACBH as described in the ACBH OIG and Other Exclusion List Monitoring, Oversight, and Reporting Policy as set forth in the Program Integrity section of the ACBH QA Manual.

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 ACBH 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 – All direct service staff and managers who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two of the 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 submit the following information by July 10th of the following fiscal year to the ACBH Office of Ethnic Services:
 - a. An electronic survey that demonstrates Contractor's implementation of CLAS Standards;
 - b. A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
 - c. A summary or copy of a plan to further implement CLAS Standards throughout the organization.

C. As Required

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

Contractor shall submit reports per the ACBH 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 in the ACBH QA Manual.

D. As Requested

Contractor shall submit a current staff roster within 30-days of request by ACBH. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, 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 ACBH, 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 ACBH Information Systems (IS) by the **third business/seventh calendar** day of each month according to the written data entry procedures specified by ACBH IS, and complete any corrections based on the test claim by no later than the 20th of each month.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBH QA Manual policy Timely Access to Service Standards and Tracking Requirements. Contractor shall track all data as specified in the policy.

CANS/ANSA/PSC

Contractors providing Medi-Cal services shall input CANS and/or ANSA data for each client according to the data entry procedures specified by the ACBH CANS/ANSA Coordinators, and this shall include data entry into the ACBH Objective Arts CANS/ANSA Data Collection and Reporting System for programs operating under Master (versus Services As Needed) Contracts. For programs serving children and youth, Contractor shall input PSC-35 data according to the guidelines specified by ACBH Quality Management.

California Outcomes Measurement System for Treatment (CalOMS-Tx)

Contractor shall comply with the CalOMS-Tx data compliance standards established by 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 by no later than the 10th of each month.

Provider Directory

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

Drug and Alcohol Treatment Access Report (DATAR)

Contractor shall input data into the DATAR²⁰ 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.

²⁰ <http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>.

2. Quarterly

Network Adequacy Standards Reporting

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

3. Annually

Treatment Perception Survey

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

4. 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.

5. As Requested

Mental Health Statistics Improvement Plan (MHSIP)

Contractor shall conduct the MHSIP survey to collect information about perception of care as requested by ACBH and DHCS.