

## EXHIBIT A-1

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

#### **I. Confidentiality:**

- A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PII) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. Contractor shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above. Contractor shall submit a tracking report of training attendance to the BHCS Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed.
- C. Each year, Contractor shall collect a signed BHCS Oath of Confidentiality from any staff who are paid or partially paid through this Agreement which shall be retained in the employee file for a minimum of five years. The BHCS Oath of Confidentiality is located online at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
- D. Contractor shall have a secure email system and ensure that staff members abide by the Alameda County Behavioral Health Care Services (BHCS) Secure Communications Policy, available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm). Contractor shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, Contractor shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Contractor shall follow state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions or inactions of Contractor, their staff, and subcontractors. Please see the BHCS HIPAA Breach Reporting Policy for more information, which is available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
- F. Contractor shall provide necessary client information to any other service provider within the BHCS System of County-operated and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PII to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers

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

## II. Maintenance of Records:

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

## III. Patient Rights:

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

**Commented [M1]:** Comment [WV1]: Please note that this only applies to mental health treatment programs

## IV. General Supervision:

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

## V. Enrollment:

All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

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**Commented [M3]:** Comment [WV4]: Please note that this does not apply to out-of-County SAN Contracts

## VI. Materials and Presentations:

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

## VII. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to BHCS upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. Contractor shall provide BHCS with an updated list of key contacts within its organization by March 15 of the fiscal year via the BHCS Provider Contact Information Form. Contractor shall notify BHCS of any changes in the following positions, or the equivalent positions within Contractor's organizational structure via the Provider/Program Change Notification Form which is located on the BHCS website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. BHCS reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.

## VIII. Administrative and Program Standards:

- A. Contractor shall cooperate with BHCS in any review and/or audit initiated by BHCS, the California Department of Health Care Services (DHCS), or any other applicable regulatory body. This may include onsite program, fiscal or chart reviews and/or audits.
- B. Contractor shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- C. Contractor shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to:
  - i. *Americans with Disabilities Act* – Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of

Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

- ii. *Charitable Choice* – Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. Contractor shall inform the County if it is faith-based. If Contractor identifies as faith-based, Contractor shall:
  - Submit to BHCS a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
  - Include a copy of this policy in its client admission forms;
  - Notify the BHCS-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
  - Ensure that the client makes contact with the alternate provider to which he or she is referred.
- iii. *Criminal Background Checks and Fingerprinting* – Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42 Code of Federal Regulations (CFR) 455.434(b)(1) and (2). Contractor shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training and shall submit a tracking report to the BHCS Compliance Officer by June 30. Contractor shall also submit an attestation to the BHCS Compliance Office that each employee has signed a code of conduct within the last 12 months.
- iv. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the BHCS website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through alternate mechanisms such as a language line. Contractor shall complete and submit an electronic survey regarding their implementation of CLAS by July 10 of the following fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.
- v. *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 race; color; religion; national origin; sex; age; physical,

sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit. Contractor shall post BHCS-materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees from harassment in areas including but not limited to 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.

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

with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.

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

BHCS policies and procedures for mental health providers are located on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).

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

#### **IX. Licenses, Permits and Certificates:**

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

#### **X. Quality Assurance (QA):**

- A. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights, including, but not limited to, the posting of BHCS' grievance and appeal poster and the BHCS Notice of Privacy Practices.
- B. Contractor shall comply with BHCS's Consumer Grievance and Appeal Policy and Procedures, as set forth in the BHCS QA Manual and such amendments as posted on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
- i. Contractor shall direct all BHCS consumers who wish to file a grievance and/or appeal about anything, including, but not limited to services received or to be received from Contractor, to the BHCS Consumer Assistance toll-free line at 1-800-779-0787 and ensure that BHCS grievance and appeals material are accessible to consumers without having to make a request.
- C. Contractor shall submit reports per the BHCS Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the BHCS QA Manual, available on the BHCS website, at [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm) and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.
- D. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual.
- E. Contractor shall provide information as requested by BHCS to support required BHCS submissions to demonstrate compliance with Federal Network Adequacy Standards.

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

**XI. Continuity of Services:**

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

**XII. Program Modification:**

Contractor shall secure the prior written approval of the Director of BHCS, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to BHCS in writing.

**XIII. Compliance with Contract Provisions:**

Contractors not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by BHCS up to and including program termination.

**XIV. Medi-Cal Administrative Activities (MAA):**

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