

## 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 (PI) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 Code of Federal Regulations (CFR) Part 2, , the Health Information Technology for Economic and Clinical Health (HITECH) act, the California Welfare and Institutions Code commencing with Section 5325, and the Substance Abuse and Crime Prevention Act of 2000 regarding confidentiality of patient information and records. Contractor shall inform and train its officers, employees and agents regarding the provisions for confidentiality of all information and records as set forth in such laws and regulations. Contractor shall submit a tracking report of to the BHCS Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed.
- B. Contractor shall have a secure email system and ensure that staff members abide by the 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.
- C. 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, available online, at: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm).
- D. Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (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 PI 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. Qualified Services Organization Agreement**

Contractor will 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 II. As a result, Contractor is a Qualified Service Organization of Alameda County and shall comply with the provisions set forth in Exhibit H, Qualified Service Organization Agreement, which is attached hereto and made part of this Agreement.

## **III. 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).

## **IV. Patient Rights:**

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325 at seq. and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6. Patient records must comply with all appropriate state and federal requirements.

## **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.

## **VI. Provider Meetings:**

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

the term of this Agreement. In addition, all contracted programs providing services for the following special populations – Adolescent, AB109, CalWORKS, Prevention, and Perinatal – and any other populations identified through BHCS are required to send a representative to scheduled meetings throughout the term of this Agreement.

**VII. Prohibitions Regarding Use and Messages Related to Alcohol and Illicit Drugs:**

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 which is sponsored by, or on behalf of, Contractor. Contractor agrees that information produced through these funds, and which 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. Additionally, 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 (Health and Safety Code Section 11999). Contractor agrees to enforce these requirements by signing this Agreement. 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 1 of Section 202 of the Controlled Substances Act (21 USC 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.

**VIII. BHCS Provider Tobacco Policies and Consumer Tobacco Treatment Protocols:**

Contractor must adhere to the BHCS Tobacco Policy, available on the BHCS website, 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).

**IX. 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.

**X. 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<sup>th</sup> 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.

## **XI. Administrative and Program Standards:**

- A. 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.
- B. 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. *Standards of Practice for Substance Use Programs* – Contractor shall comply with applicable standards in areas including, but not limited to:
    - California Department of Health Care Services (DHCS) Alcohol and Other Drug Standards;
    - DHCS Perinatal Services Guidelines;
    - DHCS Youth Treatment Guidelines;
    - Title 9: Driving Under the Influence;
    - Title 22: Drug Medi-Cal;
    - Substance Abuse Prevention and Treatment Block Grant; and/or
    - Center for Substance Abuse Prevention (CSAP).
  - ii. *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.
  - iii. *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.
- iv. *Criminal Background Checks and Fingerprinting* – Contractor agrees to 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 42CFR 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.
- v. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the BHCS website, at <http://www.acbhcs.org/providers/network/cbos.htm>. Contractor shall complete and submit an electronic survey regarding their implementation of CLAS by July 10 of the following year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.
- vi. *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.
- vii. *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 activities or affiliation; or military 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.

- 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. *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 behavioral 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) and <http://www.acbhcs.org/providers/SUD/sud.htm>.

## **XII. 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.

## **XIII. Credentialing:**

Contractor shall be responsible for verifying the DHCS approved credentials and certification or licensing of their staff and employees as contained in BHCS, state and federal requirements prior to hiring and throughout employee tenure.

**XIV. Quality Assurance (QA):**

- A. Contractor shall adhere to state reporting requirements and report any unusual incidents, including accidents, injuries or deaths, to DHCS as follows: submit a telephone report within one working day of the incident, and submit a written report within seven working days of the incident. Contractor shall also 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).
- B. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual.
- C. Contractor shall ensure that staff providing services under this Agreement, both clinical and non-clinical, 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 Exclusion List. Via the BHCS's Staff Number Request Form, Contractor shall notify BHCS of changes in non-clinical and clinical staffing. 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 the Letter, available online at: <http://www.acbhcs.org/providers/network/cbos.htm>.
- D. Contractors providing treatment services which are eligible for billing to Drug-Medi-Cal shall have completed documentation training and shall provide documentation which complies with all Drug Medi-Cal standards.

**XV. 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.

**XVI. 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.

**XVII. Data Entry:**

BHCS intends to enhance data entry through adoption of an Electronic Health Record System (EHR) approved by BHCS as a front-end system for data entry into the electronic data collection and claiming system approved by BHCS. Contractors providing treatment services shall attend trainings provided by BHCS on the EHR, and shall begin entering data into the EHR within 30 days from BHCS notice.

**XVIII. 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.

**XIX. Residential and Recovery Residence Programs:**

Contractors providing residential services shall maintain a minimum average occupancy of 95 percent over the period of the term of this Agreement. Recovery Residence Programs shall maintain a minimum average occupancy of 100 percent.

**XX. Intensive Outpatient Treatment (IOT) Programs:**

Contractors providing IOT services shall maintain a minimum average utilization of 90 percent over the term of this Agreement.

**XXI. Requirements for Substance Abuse Prevention and Treatment Block Grant Funds:**

- A. Individuals presenting at a program site must be provided treatment within 14 days after an individual requests treatment. If that requirement cannot be met, "interim services" must be provided within 48 hours in the form of counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), risks of needle sharing, risks of HIV and TB transmission, steps to reduce the transmission of HIV and TB, and referral for HIV and TB services if necessary. In addition, interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus and referral, if necessary for prenatal care.
- B. All intravenous drug users (IVDU) must be admitted to treatment within 120 days of seeking services.
- C. Treatment preference is as follows: (1) pregnant injecting drug users, (2) pregnant substance abusers, (3) injecting drug users, and (4) all others.
- D. Maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.
- E. Programs providing IVDU treatment or services to pregnant women are required to do outreach activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.