

**EXHIBIT A-1**  
**ADDITIONAL TERMS AND CONDITIONS**

1. **Confidentiality:** Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), Welfare and Institutions Code and the Substance Abuse and Crime Prevention Act of 2000 regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in those laws.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation 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 legally required when information needs to be shared with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information 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.

2. **Patients' Rights:** Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.
3. **Maintenance of Records:** The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.

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, appropriateness, and timeliness of the services being rendered under this contract.

4. **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/case opening/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.
5. **Housing/Living Situation and Co-Occurring Informed Practice:** Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at: [http://www.acbhcs.org/providers/network/docs/Contractor\\_housing\\_involve\\_options.pdf](http://www.acbhcs.org/providers/network/docs/Contractor_housing_involve_options.pdf). Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available on the

BHCS website, at:

[http://www.acbhcs.org/providers/QI/docs/CoOccurring/COC\\_Contract\\_Expectations\\_FY\\_11-12.pdf](http://www.acbhcs.org/providers/QI/docs/CoOccurring/COC_Contract_Expectations_FY_11-12.pdf).

6. **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 contract year. In addition, all contracted programs providing services for the following special populations – Adolescent, BASN, 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 contract.
7. **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). The Contractor agrees to enforce these requirements by signing this agreement. None of the funds available through this Contract 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.
8. **BHCS Tobacco Control, Education and Prevention Guidelines:** Contractor must adhere to the *Tobacco Control, Education, and Prevention Guidelines* that became effective January 1, 2003 and are available on the BHCS website, at <http://www.acbhcs.org/providers/Documentation/Tobacco.pdf>.
9. **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 contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.
10. **Organizational Chart:** Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.
11. **Administrative and Program Standards:** Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines (e.g. Perinatal Services Guidelines, Drinking Under the Influence, Title 22). Contractor shall comply with the Alameda County Ethical Code as posted on the Alameda County General Services Agency website, at <http://www.acgov.org/auditor/sleb/documents/ethics.pdf>, and by the Ethical Code of Conduct of all professional organizations that applies to their licensure.
12. **Licenses, Permits and Certificates:** Contractor shall obtain and maintain during the term of this Contract, 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.
13. **Quality Assurance (QA):** Contractor shall comply with the following QA provisions. Contractor shall submit reports of client deaths and sentinel events to the BHCS Quality Assurance (QA) Office within 14 days of the knowledge of a beneficiaries' death, or sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual, available on the BHCS website, at <http://www.acbhcs.org/providers/QA/QA.htm>. Contractors providing treatment services shall attend QA Trainings and Clinical Quality Review Team (CQRT) Sessions provided by BHCS to improve documentation in these programs.

14. **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.
15. **Program Modification:** Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification during the contract year. The request for modification shall be submitted to BHCS in writing.
16. **Data Entry:** BHCS intends to enhance data entry through adoption of Clinician's Gateway as a front-end system for data entry into INSYST. Contractors providing treatment services shall attend trainings provided by BHCS on Clinician's Gateway, and shall begin entering data into Clinician's Gateway within 30 days from BHCS notice.
17. **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.
18. **Residential and Transitional Living Programs:** Contractors providing residential services shall maintain a minimum average occupancy of ninety-five percent (95%) over the period of the contract year with the exception of BASN where the minimum average occupancy shall be maintained at one hundred percent (100%). Transitional Living Programs shall maintain a minimum average occupancy of one hundred percent (100%).
19. **Daycare Habilitative Programs:** Contractors providing daycare habilitative services shall maintain a minimum average utilization of ninety percent (90%) over the period of the contract year, with the exception of BASN, where the minimum average occupancy shall be maintained at one hundred percent (100%).
20. **Requirements for Federal Substance Abuse Prevention and Treatment Block Grant Funds**
  - Intravenous Drug Users (IVDU) and Pregnant Women presenting at a program site must be provided treatment within fourteen (14) days after an individual requests treatment. If that requirement cannot be met, "interim services" must be provided within forty-eight (48) hours in the form of counseling and education about HIV and tuberculosis (TB), risks of needle sharing, risks of HIV transmission 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.
  - All IV drug users must be admitted to treatment within 120 days of seeking services.
  - Treatment preference is as follows: (1) pregnant injecting drug users (2) pregnant substance abusers (3) injecting drug users (4) all others.
  - All individuals seeking treatment must be provided information regarding tuberculosis including referral for testing.
  - Programs providing IVDU or pregnant women's services are required to do **outreach** activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.