

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Additional Terms and Conditions of Program and Performance

Contracting Department: **Behavioral Health Care Services (BHCS)**

Contractor Name: **«Contractor Name»**

Contract Period: **7/1/2011 to 6/30/2012**

Master Contract Number: **«Master Contract »**

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, the Health Insurance Portability and Accountability Act (HIPAA) and Welfare and Institutions Code requirements 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 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 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. **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.

3. General Supervision. Services shall be under the general supervision of the Director of BHCS, as specified in 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.

4. 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. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available online on the BHCS website, at http://www.acbhcs.org/providers/QI/docs/CoOccurring/COC_Contract_Expectations_FY_11-12.pdf.

5. 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>.

6. 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.

7. 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.

8. Administrative and Program Standards: Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines. 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.

9. 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.

10. Quality Assurance (QA): Contractor shall comply with the following QA provisions. Contractor shall comply with BHCS' 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.htm>. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights. Contractor shall submit reports of client deaths and sentinel events to the BHCS QA Office within 14 days of the knowledge of a beneficiaries' death, or other sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual.

11. 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.

12. 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.

13. 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.

14. 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.

15. Day Treatment Guidelines. Day treatment service providers shall adhere to the day treatment guidelines as contained in the DMH Information Notice 02-06, the BHCS QA Manual and the DMH Site Certification Protocol. All services shall be individualized to client need and shall be provided based on medical necessity.