

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, 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 regarding confidentiality of patient information and records, and the DHCS Business Associate Agreement included in the Intergovernmental Agreement (IA).
- B. Contractor shall inform and train its employees, volunteers, board members, 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 to the Alameda County Behavioral Health Care Services (ACBH) Compliance Officer by June 30 to demonstrate that training of all staff and management has been completed in areas including but not limited to HIPAA as specified in the Quality Assurance (QA) Manual currently located online at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- C. Each year, 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. The ACBH Oath of Confidentiality is located online at 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 ACBH Secure Communications Policy, available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall institute compliant "Password Management" policies and procedures, which shall include but is not limited to 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 ensuring that passwords expire at least once every 90 days. Contractor shall ensure that workforce members are trained on how to safeguard the password information.
- E. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor shall follow 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. Please see the ACBH HIPAA Breach Reporting Policy for more information, which is available online, at: http://www.acbhcs.org/providers/QA/qa_manual.htm.
- F. For programs delivering SUD treatment, Contractor shall provide necessary client information to any other service provider within the ACBH System of County-operated or 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. Contractor shall only disclose patient identifying information protected under 42 CFR Part 2 if permitted under a valid consent, Qualified Service Organization Agreement (QSOA), written contract or legal instrument, or by law. Contractor must obtain a signed ACBH General Release of Information (G-ROI) in order to render services as directed by ACBH. Contractor must attest that all clients that Contractor is treating have signed the G-ROI. Contractor shall maintain a log of PHI information disclosures made to authorized individuals or entities within the ACBH System who work outside of Contractor's organization in the form specified by ACBH QA or in an alternate format approved by ACBH QA. The log of disclosures must be stored within beneficiary's chart, and be made available for inspection upon request. The log of disclosures must be stored within beneficiary's chart, and be made available for inspection upon request. In addition, 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 ACBH 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 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.

III. Maintenance of Service 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. Please see the ACBH Record Storage and Retention Policy and Procedure, available online, at: 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 ACBH personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as ACBH 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 QA Manual posted online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

IV. 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 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, 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 shall include but is not limited to assisting clients whose Medi-Cal needs to be switched to Alameda County when the client has established his/her primary residence in Alameda County.

V. 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, Perinatal, Prevention and Opioid Treatment – and any other populations identified through ACBH are required to send a representative to scheduled meetings throughout the term of this Agreement.

VI. 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 *et seq.*). 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.

VII. 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.

VIII. Organizational Staffing:

- A. Contractor shall have, maintain, and provide to ACBH 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 ACBH with an updated list of key contacts within its organization by March 15 of the fiscal year via the ACBH Provider Contact Information Form. Contractor shall notify ACBH 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 ACBH website, at <http://www.acbhcs.org/providers/network/cbos.htm>: CEO, CFO, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s).
- D. 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 being delivered in accordance with the requirements of this Agreement.
- E. Contractor shall maintain agreed-upon levels of staffing with professional expertise and experience in providing evidence-based, culturally and linguistically appropriate services to designated priority populations that Contractor has agreed to serve.
- F. Contractor shall ensure that all staff providing SUD treatment are trained in American Society of Addiction Medicine criteria, and provide individual staff-level documentation of training and monitoring to fidelity practice standards as requested by ACBH.
- G. 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 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, who are trained in Motivational Interview and Cognitive Behavioral Therapy.
- H. Contractor shall ensure that all direct service staff receive the minimum continuing education required by their respective credentialing boards.

IX. Administrative and Program Standards:

- A. Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, 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 its 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 laws, 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:
 - Intergovernmental Agreement (IA), available online at http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx;
 - Standard Terms and Conditions of the Drug Medi-Cal (DMC) Organized Delivery System (ODS) Waiver, available online at http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx;
 - American Society of Addiction Medicine (ASAM) Criteria for Addiction, Substance-Related and Co-Occurring Conditions;
 - **Minimum Quality Drug Treatment Standards for DMC**;
 - DHCS Perinatal Services Guidelines;
 - DHCS Youth Treatment Guidelines;
 - Title 9: Narcotic Treatment Programs;
 - Title 22: Drug Medi-Cal;
 - Substance Abuse Block Grant;
 - **Center for Substance Abuse Prevention (CSAP); and/or**
 - **ACBH Drug Testing and Relapse Policy.**
 - 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. **Contractor shall submit an attestation of Americans with Disabilities Act compliance to the ACBH Compliance Officer in the format requested by ACBH within 30-days of any such request by ACBH.**
 - 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 ACBH 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 Charitable Choice policy in its client admission forms;
 - 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.
- iv. *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 CFR 455.434(b)(1) and (2).
- v. *Prevention of Fraud, Waste and Abuse* – Contractor shall ensure that its employees, volunteers, board members, agents, and any owners are trained on preventing fraud, waste and abuse and on how to report potential fraud, waste and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste and Abuse, available online at http://www.acbhcs.org/providers/QA/qa_manual.htm. Contractor shall be responsible for tracking and monitoring that staff and management have completed the training. Contractor shall submit a tracking report to the ACBH Compliance Officer by June 30. Contractor shall also submit an attestation to the ACBH Compliance Office that each employee has signed a code of conduct within the last 12 months.
- vi. *Culturally and Linguistically Appropriate Services (CLAS)* – Contractor shall implement each of the National Standards for CLAS in Health and Health Care, available on the ACBH 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 the language line. All direct service staff and managers within Contractor’s organization 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 have, implement and monitor a plan to enhance implementation of CLAS Standards throughout its organization. Contractor shall conduct the following activities to provide associated information to the ACBH Office of Ethnic Services by July 10th of the following fiscal year:
- Complete an electronic survey that demonstrates Contractor’s implementation of CLAS Standards;
 - Submit a list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and

- Submit a summary or copy of the plan to further implement CLAS Standards throughout the organization.
- 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 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 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. 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 individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor must consult with ACBH SUD Administrator or designee and receive written permission to withhold services. Contractor shall post materials related to non-discrimination in services and employment. Contractor shall have policies and procedures that protect clients and employees in the above-listed protected categories from harassment.
- viii. *ACBH Provider Tobacco Policies and Consumer Treatment Protocols*¹ – Contractor shall implement the ACBH Tobacco Policy as written in the policy, available on the ACBH website, available online at http://www.acbhcs.org/tobacco/docs/Tobacco_Policies_Con_Tx_Prot.pdf, and as clarified in the recent ACBH memo, available online at <http://www.acbhcs.org/providers/QA/memos.htm>.
- ix. *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 ACBH 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.
- x. *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

¹ The term 'consumer' shall be synonymous with the term 'client' for the purposes of this Agreement.

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.

- xi. *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).

ACBH policies and procedures for behavioral health providers are located on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm and <http://www.acbhcs.org/providers/SUD/sud.htm>.

X. 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.

XI. Credentialing:

Contractor shall be responsible for verifying the DHCS approved credentials and certification or licensing of their staff and employees as contained in ACBH, state and federal requirements prior to hiring and throughout employee tenure. Contractor shall follow the Credential and Re-Credentialing Verification for Substance Use Disorder (SUD) Treatment Service Providers Policy, available online at: http://www.acbhcs.org/providers/QA/qa_manual.htm.

XII. Quality Assurance (QA):

- A. 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. For programs that bill to Drug Medi-Cal for the provision of services:
 - a. Contractor shall provide beneficiaries with a Notice of Adverse Benefit Determination (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 and adhere to any ACBH policy on NOABDs.
- b. Contractor shall distribute Medi-Cal Guide to Substance Use Services, also known as the Beneficiary Handbook, to each consumer upon initial intake to enable clients to understand how to effectively use the DMC-ODS services.
- C. Contractor shall comply with the ACBH Consumer Grievance and Appeal Policy and Procedures, as set forth in the ACBH QA Manual and such amendments as posted on the ACBH website, at http://www.acbhcs.org/providers/QA/qa_manual.htm. Consumer grievances shall be defined as dissatisfaction about ACBH services in areas which shall include but not be limited to Contractor's service provision, Contractor's employees, location of services, access/availability, or anything else having to do with the provision of Medi-Cal services. Consumer grievances shall be directed either to the Consumer Assistance toll-free line at 1-800-779-0787 or to Contractor's internal grievance process which meets all the standards set forth in the ACBH Consumer Grievance and Appeal Policy and Procedure. 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 at 1-800-779-0787.
- D. Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event, as set forth in the ACBH QA Manual, available on the ACBH website, at 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. Contractor shall comply with the Formalized Case Review Policy as set forth in the ACBH QA Manual, at http://www.acbhcs.org/providers/QA/qa_manual.htm.
- E. Contractors providing SUD treatment services which are eligible for billing to Drug-Medi-Cal shall have completed documentation and Clinical Quality Review Team (CQRT) training and shall provide clinical documentation which complies with all Drug Medi-Cal standards and with ACBH Clinical Documentation Standards for SUD Treatment, available online at <http://www.acbhcs.org/providers/SUD/sud.htm>. Contractor shall follow all ACBH Authorization and CQRT procedures (internal--provider and/or external-ACBH) as directed by ACBH Policy and Procedure or ACBH Provider Memos.
- F. Contractors providing SUD treatment services shall respond in a timely manner to ACBH requests for correcting Drug Medi-Cal claims when such requests are made by ACBH.
- G. Contractor shall provide information as requested by ACBH on a monthly and quarterly basis to support required ACBH publications and submissions to demonstrate compliance with:
- a. Provider Directory updates; and
 - b. Federal Network Adequacy Standards reporting.
- H. Contractor shall ensure that employees, volunteers, board members and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting 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 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 ACBH Staff Number Request E-Form, Contractor 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. Contractor is responsible for performing exclusion list checks prior to hiring a potential employee. Contractor shall complete and submit the ACBH Monthly Staff Change Attestation E-Form on a monthly basis **prior to the 15th of the following month** to attest that all staff changes have been submitted to ACBH as described in the ACBH Office of the Inspector General (OIG) and Other Exclusion List Monitoring, Oversight and Reporting Policy as set forth in the ACBH QA Manual, available on the ACBH website, at 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 ACBH upon request, within 30-days of said request. The staff roster shall be in a designated format and include all employees, volunteers, **board members** and agents providing and/or supporting federally-funded services and/or goods under this Agreement.

XIII. 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.

XIV. Program Modification:

Contractor shall secure the prior written approval of the Director of ACBH, 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 ACBH in writing **at least 30 days prior to proposed date for implementation of the change**.

For programs providing SUD treatment, Contractor shall inform ACBH of any addition or change of information in Contractor's 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 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 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.

XV. Electronic Health Record:

Contractors providing SUD treatment services shall attend trainings provided by ACBH on the EHR, Clinician's Gateway, and any approved ACBH data system and shall begin entering data into the EHR or other required systems within 30 days from ACBH notice.

XVI. 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, **Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan** subject to ACBH approval. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor/Provider. Failure to address identified issues may lead to further action by ACBH up to and including program termination, **as specified in the ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers available on the ACBH website at http://www.acbhcs.org/providers/QA/qa_manual.htm.**

XVII. Requirements for Substance Abuse Block Grant (SABG) Funds:

- A. **SABG funds may not be expended upon Drug Medi-Cal reimbursable services to individuals who have or are eligible for Drug Medi-Cal.**
- B. 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.
- C. All intravenous drug users (IVDU) must be admitted to treatment within 120 days of seeking services.
- D. Treatment preference under SABG is as follows: (1) pregnant injecting drug users, (2) pregnant substance abusers, (3) injecting drug users, and (4) all others.
- E. Maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.
- F. 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.