EXHIBIT A-1: MENTAL HEALTH
STANDARD REQUIREMENTS

The term 'client' shall be synonymous with the term 'consumer,' 'partner,' 'member,' 'beneficiary,' or 'patient' for the purposes of this Agreement. The Agreement will generally utilize the term 'client,' except in instances when conforming to terms used in applicable laws is appropriate.

I. SCOPE OF SERVICE

Contractor shall provide, operate, and administer one or more of the following types of Mental Health (MH) programs: treatment, prevention, and/or other ancillary services.

Contractor shall comply with all applicable regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing applicable requirements, including but not limited to those contained in the following:

i. Alameda County Health, Behavioral Health Department (ACBHD)[1] Quality Assurance (QA) Manual (hereafter ACBHD QA Manual);[2]
ii. ACBHD Policy and Procedures Manual;[3] and
iii. Applicable State-County Plans and Grant Agreements.[4]

Contractor shall maintain written policies and procedures around specified requirements and shall be responsible for monitoring, oversight and accountability.

Contractors not in compliance with contract provisions, or State or Federal law shall be immediately responsible for remedy. ACBHD may, at its discretion, issue a Corrective Action Plan or Contract Compliance Plan. The cost to implement the Corrective Action Plan or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBHD up to and including program termination, as specified in the ACBHD Contract Compliance and Sanctions for ACBHD-Contracted Providers Policy, and/or future debarment by County, as specified in any then current debarment policy (see Alameda County General Services Agency Debarment Policy approved on January 14, 2020).[5]

A. Medi-Cal Program Oversight

MH services shall be under the general supervision of the Director of ACBHD pursuant to 9 CCR § 521. Under such section, the aforementioned Director shall supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

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[1] Previously known as Alameda County Behavioral Health Care Services Agency (ACBH). References to ACBH mean ACBHD.
[2] https://bhcsproviders.acgov.org/providers/QA/qa_manual.htm
[3] https://bhcsproviders.acgov.org/providers/PP/Policies.htm
[4] https://bhcsproviders.acgov.org/providers/network/cbos.htm
[5] http://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_01_14_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/GSA_289710.pdf

II. SERVICE PROVISION

A. Informing Materials

Contractor shall comply with policies, procedures and guidelines pertaining to ACBHD's Client Informing Materials and Client Rights.[6] Contractor shall prominently post the ACBHD grievance and appeals poster in each of the Alameda County threshold languages. Contractor shall ensure that ACBHD grievance and appeals materials are accessible to clients without need to request (such as by placing hard copies in the reception area of service location).

B. Grievances and Appeals

Contractor shall comply with the ACBHD Consumer Grievance and Appeal Processes policy. Consumer grievances are a means of communicating dissatisfaction with ACBHD services in areas that may include but are not limited to: Contractor's service provision, Contractor's employees, the location of services, access/availability, or any other matter concerning the provision of Medi-Cal services. Upon client request, Contractor shall provide client with resources explaining how to file a grievance or appeal, including but not limited to the information shown at https://www.acbhcs.org/plan-administration/file-a-grievance/.

C. Conservatorship

Contractors providing placement for a client who is under extended or permanent Lanterman-Petris-Short (LPS) Conservatorship shall obtain consent from the Public Guardian-Conservator prior to any placement or change in placement. Contractor shall notify the Public Guardian-Conservator at least 48 hours in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold, except to the extent any placement or change in placement must occur immediately and such advance notice is infeasible (Contractor shall provide as much advance notice as practicable able under such circumstances).

D. Program Modification Approval Requirement

Contractor shall seek prior approval and immediately notify ACBHD in writing in the event contracted services and activities require modification during the term of this Agreement. The request for any modification shall be submitted to ACBHD in writing at least 30 days prior to the proposed date for implementation of the change.

Contractors that participate in Medi-Cal Administrative Activities (MAA) shall comply with the policies and procedures required by the California Department of Health Care Services (DHCS), the Centers for Medicare and Medicaid Services (CMS), and ACBHD. Contractors must maintain an approved MAA Claim Plan through the office of the ACBHD MAA Coordinator. Preapproval from the ACBHD Director of Finance must be requested and received prior to the contractor's discontinuation of MAA reporting activities.

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[6] https://bhcsproviders.acgov.org/providers/QA/QA.htm

E. Reserved

F. Reserved

G. Reserved

H. Additional Requirements for Medi-Cal Programs

Medi-Cal programs shall comply with the additional service provision requirements noted below.

1. **Quality Assurance (QA) Plan**

   Contractors providing Medi-Cal services shall have and maintain a QA Plan that includes Contractor's policies and procedures on topics from the ACBHD QA Manual and meets the requirements of the ACBHD QA Department. This plan shall be available on-site for review by ACBHD.

2. **Authorizations**

   Contractors providing Medi-Cal services shall comply with ACBHD and DHCS requirements for authorization and reauthorization of services, including but not limited to the ACBHD Policy on Authorization of Specialty Mental Health Services (SMHS).

3. **Enrollment and Other Health Coverage (Third Party Liability)**

   Contractors providing Medi-Cal services shall check each client's insurance status upon client's first entry into their program (admission/program enrollment) and at least monthly at the beginning of each month 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 clients living in Alameda County who are Medi-Cal eligible and not currently enrolled in Medi-Cal, or have Medi-Cal from another County, Contractor shall make best efforts to enroll or transfer the client in or to Alameda County Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This aid shall include but is not limited to assisting clients whose Medi-Cal benefits need to be transferred to Alameda County when the client has established his/her primary residence in Alameda County.

4. **No Wrong Door**

   Contractors providing Medi-Cal services shall comply with ACBHD and DHCS requirements relating to No Wrong Door, including but not limited to the ACBHD Policies on No Wrong Door for Mental Health, and Adult and Youth Screening and Transition of Care Tools for Medi-Cal Mental Health Services.

5. **Notice of Adverse Benefit Determination (NOABD)**
   Contractors providing Medi-Cal services shall provide clients with Medi-Cal with a NOABD under the following circumstances:
   a) The denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
   b) The reduction, suspension, or termination of a previously authorized service;
   c) The denial, in whole or in part, of payment for a service;
   d) The failure of Contractor to provide services within the required timeliness standards issued by ACBHD;
   e) The failure to act within the required timeframes for standard resolution of grievances and appeals; or
   f) The denial of a client's request to dispute financial liability, including cost sharing and other client financial liabilities.

   Contractor shall utilize the ACBHD NOABD templates in threshold languages and adhere to the ACBHD policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries.

6. **Client Handbook**
   Contractors providing Medi-Cal services shall distribute the ACBHD Guide to Medi-Cal Mental Health Services upon initial intake and upon a client's request.

7. **Clinical Documentation**
   Contractors providing Medi-Cal services shall provide and maintain clinical documentation and practice standards that comply with regulatory requirements and with ACBHD Clinical Documentation Standards as specified in the ACBHD QA Manual. Updates and/or clarifications to clinical documentation standards may also occur via ACBHD QA website and publications, including memos, FAQs, and training materials.

8. **CANS/PSC-35**
   Contractors providing Medi-Cal services shall implement the Child and Adolescent Needs and Strengths Assessment (CANS) for children, adolescents and youth under age 21 and the Pediatric Symptom Checklist (PSC-35) for children, adolescents, and youth under age 18 according to the procedures specified in the ACBHD CANS and PSC-35 Implementation Policy and as otherwise specified by ACBHD. Exceptions are outlined in the ACBHD CANS and PSC-35 Implementation Policy. Contractor may obtain a copy of the CANS from the primary Clinician/Service Provider.

9. **Continuity of Services/Discharge Planning**
   Contractor shall facilitate care coordination, continuity of care, discharge and exit planning, in accordance with the ACBHD QA Manual, State standards for SMHS, the ACBHD Out of Network Access and Continuity of Care for Medi-Cal SMHS and SUD Services Policy, and other regulatory requirements. Contractor shall begin discharge planning at intake.

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 is no longer available or in the event a program closes.

To the extent appropriate and based on client consent, Contractor shall coordinate and communicate with other care providers or care managers serving the client for the purpose of facilitating an effective transition and to prevent negative outcomes such as victimization, crisis, or homelessness.

10. Reserved

11. Reserved

12. Reserved

III. SERVICE DELIVERY SITE

A. Site Inspection/Site Visits

ACBHD, DHCS, or any other applicable regulatory body has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed pursuant to this Agreement, including at the premises where services are performed. If an inspection or evaluation is made at Contractor's premises, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay work for either Contractor or ACBHD. Contractor shall notify ACBHD of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBHD shall reserve the right to attend any or all parts of external review processes.

B. Site Licenses, Permits, Certifications

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 other local laws, guidelines, and directives as may be amended from time to time for the operation of its facility or for the provision of services hereunder.

Contractor shall have and maintain at all times a valid and current fire clearance at the specified service delivery sites where direct services are provided to clients.

At least 30 days prior to the move of any program location or change of contracted hours of operation, Contractor shall complete a Program Change Request Form[7] and submit it to their ACBHD Contract Managers. The ACBHD executed Program Change Request Form shall serve as ACBHD approval of change of program location or contracted hours of operation in lieu of a contract amendment. For SMHS billing to Medi-Cal, Contractor shall

[7] https://bhcsproviders.acgov.org/providers/network/cbos.htm

obtain applicable site certification and shall be responsible for any gaps in ability to claim during a period in which the site is not appropriately certified.

C. Additional Requirements for Medi-Cal Programs

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBHD QA Manual. Fire clearance shall be renewed prior to expiration and submitted to the ACBHD Site Certification email at SiteCertification@acgov.org. For services delivered at school sites, Contractor shall follow ACBHD QA policies for school-based sites. For programs that are dispensing medications or seeking to dispense medications, Contractor shall ensure compliance with all applicable requirements under 9 CCR § 1810.435 and Section 16 of the ACBHD QA Manual.

Contractors providing SMHS under Medi-Cal shall also have and maintain the following at each office/clinic/facility location specified in the Exhibit A-Scope or Work (SOW):

i. Medi-Cal certification for each program that bills to Medi-Cal;
ii. Medicare enrollment for each program that bills to Medi-Cal and has a contracted focus on serving Transition Age Youth, adults and/or older adults, to support billing separately to Medicare for applicable services; and
iii. Any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

Contractors providing Medi-Cal services shall maintain hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients.

IV. STAFFING

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services in the Exhibit A–Scope of Work. Contractor shall notify the ACBHD Program Contract Manager within five business days of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the term of the Agreement.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBHD on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed change in the organization's ownership, name and/or Federal Tax Identification pursuant to 42 CFR § 455.104. Any person with a five percent or greater ownership interest shall also be subject to requirements set forth in 42 CFR § 455.416.

C. Staff Roster

Contractor shall ensure that employees, volunteers, Board Members, owners, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting services under this Agreement are included in Contractor's Staff Roster on file with ACBHD.

Contractor shall submit a SmartCare Staff ID Number Request e-Form[8] to ACBHD Information Systems (IS) within five business days for any staffing changes, including but not limited to, changes in job title, license discipline, license number, expiration and taxonomy code.

D. Notice of Changes in Key Personnel

Contractor shall immediately inform ACBHD in writing of any staffing changes in the following positions or the equivalent positions within Contractor's organizational structure: Chief Executive Officer (CEO)/Executive Director, Chief Financial Officer (CFO)/Accountant, Other Contract Signatory, Billing Contact, Quality Assurance (QA) Director/Manager, Board Member, Programmatic or Administrative Contact(s), Medical Director (MD), or any other position of significance to Contractor's fulfillment of this Agreement or the clinical care of ACBHD clients. Contractor shall notify ACBHD by submitting to the ACBHD Program Contract Manager a Provider/Program Change Notification Form.[9]

Contractor shall notify IS within five business days if any of its staff with access to protected health information (PHI) or personally identifiable information (PII) through ACBHD's applications (e.g., ACBHD SmartCare Billing System, Clinician's Gateway, Yellowfin) no longer need this access due to separation from the organization, change in functions, or death so that ACBHD may terminate/revoke access. Contractor shall notify ACBHD 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. This notification request shall be made through the SmartCare Staff ID Number Request e-Form.

E. Experience, Expertise and Training

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 shall include at minimum, a CEO or Executive/Program Director and, for contracts over $1,000,000, a Compliance Officer and a CFO or Finance Director/Accountant with at least five years of education, training, and/or experience in finance or business administration.

Contractor shall maintain staffing with professional experience and expertise in providing evidence-based, culturally, and linguistically appropriate services, particularly for any designated priority populations that Contractor has agreed to serve. Contractor shall ensure annual training of all applicable employees, volunteers, Board Members, owners, and/or agents who are providing and/or supporting services under this Agreement on Administrative and Compliance Requirements, in areas including but not limited to: documentation standards, billing requirements, Culturally and Linguistically Appropriate Standards (CLAS), and Annual Alameda County Health (AC Health)[10] Compliance Program Awareness Training (topics include Code of Conduct, elements of an effective

[8] https://eforms3.bhcs.internal/lincdoc/doc/run/alameda/MHS_StaffNumber
[9] https://bhcsproviders.acgov.org/providers/network/cbos.htm
[10] Previously known as Alameda County Health Care Services Agency (HCSA). References to HCSA mean AC Health.

compliance program; fraud, waste and abuse; reporting non-compliance and protection from retaliation). Contractor is responsible for delivering Health Insurance Portability and Accountability Act (HIPAA)/Privacy and Security trainings to its workforce members at the time of hire and annually thereafter.

Contractor's trainings shall comply with any associated ACBHD policies contained in the ACBHD QA Manual or the ACBHD Policy Manual. HIPAA/Privacy and Security training and HIPAA Confidentiality Statement Attestation must be completed within ten business days of onboarding a new staff member. Contractor shall ensure that staff have the training, experience, and scope of practice consistent with any applicable regulatory board requirements prior to offering or rendering services.

1. **Reserved**

2. **Reserved**

3. **Reserved**

4. **Reserved**

F. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBHD upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. Upon ACBHD request, Contractor shall provide additional information about organizational staffing, including but not limited to the extent to which organizational staffing supports service delivery in compliance with this Agreement.

G. Credentialing, Certifications, and Licensures

Contractor shall maintain a pre-hire process to ensure that supervisors and staff members are appropriately trained, credentialed, licensed or registered, and provide services to clients within their individual scope of practice and within any restrictions noted on the credential or license. Contractor shall ensure that staff with designation subject to credentialing register and maintain a valid provider profile with The Council for Affordable Quality Healthcare (CAQH)-ProView and attest to the accuracy of their profile information at initial credential verification, every 120 days, and every subsequent recredentialing event. Contractor shall notify ACBHD Credentialing, via email at credentialing@acgov.org, of new hires and employment separations of licensed staff within five business days of event. Contractor shall comply with the ACBHD Credentialing and Re-Credentialing Policies and shall work with ACBHD to demonstrate compliance with regulatory requirements. Contractor shall maintain procedures to ensure that all direct service staff members receive appropriate supervision and maintain sufficient Continuing Education (CE) units or Continuing Medical Education (CME) credits as required by their respective credentialing body and as outlined in the ACBHD QA Manual.

H. Peer Support Services

Peer Support Services are a combination of Medi-Cal's Peer Support Services benefit (launched July 2022) and existing ACBHD Peer/Family Partner services. Contractor shall comply with DHCS and ACBHD[11] requirements for offering Peer Support Services, including those specified in the ACBHD Peer Support Services Policy.

I. Provider Application and Validation for Enrollment (PAVE)

Contractor shall ensure that all of its required clinical staff, who are rendering treatment services to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal,[12] pursuant to DHCS requirements, the 21st Century Cures Act and the Centers for Medicare and Medicaid Services (CMS), and Children's Health Insurance Program (CHIP) Final Rule.[13]

J. Exclusion Lists

Contractor may not subcontract with or employ any party listed on the government-wide exclusions in the U.S. System for Award Management (SAM). Contractor shall comply with applicable State and Federal debarment, exclusion, and suspension laws, including but not limited to 42 CFR Part 1001 and requirements relating to the SAM (2 CFR Part 180), and shall comply with the AC Health Exclusion Screening Policy.[14] If requested by ACBHD, Contractor shall provide information demonstrating compliance.

If Contractor subcontracts with or employs an excluded party, County or DHCS has the right to terminate relationship, withhold payments, disallow costs, and/or issue a Corrective Action Plan (CAP), as appropriate, pursuant to Health & Safety Code § 11817.8(h). Certain exclusion requirements are set forth in 42 U.S.C. § 1320a-7(a).

Contractor is responsible for performing the following Exclusion Checks prior to hiring a potential employee to ensure the employee is not suspended, debarred, excluded or otherwise declared ineligible from participation in government funded healthcare programs or contracts:

i. California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List;
ii. U.S. Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals and Entities;
iii. U.S. General Services Administration System for Award Management (SAM); and
iv. Social Security Administration Death Master File (SSDMF).

Contractor shall conduct these Exclusion Checks prior to granting any staff person access to personal, sensitive or confidential information (PSCI).

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[11] ACBHD Peer Support Services Policy will be posted on the ACBHD QA website.
[12] https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx
[13] https://www.dhcs.ca.gov/Documents/BHIN-20-071-21st-Century-Cures-Act-Provider-Enrollment-Requirements.pdf
[14] https://bhcsproviders.acgov.org/providers/PP/OCS.C.001%20HCSA%20Exclusion%20Screening%20Policy.pdf

K. Compliance Program/Code of Conduct

Contractor shall ensure that each of its staff members comply with the ACBHD Ethical Conduct Code in the ACBHD QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. For each employee, volunteer, Board Member, owner and/or agent who is providing and/or supporting services under this Agreement, Contractor shall maintain on file a signed Code of Conduct meeting the requirements set forth in the ACBHD QA Manual. ACBHD may, from time to time, revise such requirements, and Contractor shall, if necessary, obtain newly signed Code of Conduct documents meeting those requirements.

L. Criminal Background Consent

Contractor shall ensure that all workforce members consent to criminal background checks, including fingerprinting when required 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 CMS or DHCS pursuant to 42 CFR § 455.434.

M. Confidentiality Statement

Contractor shall collect a signed ACBHD Confidentiality Statement Attestation or a Confidentiality Statement approved by the ACBHD Privacy Officer as specified by ACBHD from any staff member who will have access to PSCI through this Agreement prior to granting any staff person access to PSCI and annually thereafter. Contractor shall comply with the ACBHD Policy on Privacy, Security and Confidentiality Statement of Client Services, Records and Information.

N. Retention of Employee Records

Contractor shall retain employee files for credentials, licensure and completed trainings for the period of at least ten years from date of service, end of Medi-Cal or Medicare Advantage or Medicare Part D contract period, or audit completion, whichever is later.[15] ACBHD recommends a record retention period of at least 15 years from the date of service for programs billing to Medi-Cal and Medicare. Evidence of credentials and training shall be furnished to ACBHD upon request.

V. CLIENT RECORDS, PRIVACY, AND SECURITY

A. Legal and Regulatory Compliance

Contractor shall comply with all applicable Federal and State laws, and ACBHD policies, pertaining to the confidentiality, availability, and integrity of individually identifiable protected health information (PHI) or personally identifiable information (PII), including, but not limited to, all requirements noted in the following:

1. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health (HITECH) Act, together referred to as 45 CFR Parts 160, 162, and 164, or "HIPAA". Specific attention is given

[15] 42 CFR §§ 422.504(i)(2) & 423.505(i)(2); 22 CCR § 51476; Welf. & Inst. Code § 14124.1.

to Part 164 – Security and Privacy, including Subparts A (General Provisions), C ("Security Rule"), D ("Breach Notification Rule"), and E ("Privacy Rule").
2. California Welfare and Institutions Code provisions regarding confidentiality of patient information and records.
3. 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records.

B. Confidentiality and Secure Communications

Contractor shall take any and all steps necessary to ensure the continuous information security of all computerized data systems and communications containing PHI and/or PII, and to protect paper documents containing PHI and/or PII. Contractor shall implement appropriate and reasonable administrative, technical, and physical safeguards as required by the HIPAA Privacy and Security Rules to protect the confidentiality, integrity, and availability of PHI and PII, and to prevent unauthorized use or disclosure of PHI or PII.

C. Electronic Privacy and Security

All workstations and laptops and/or other portable devices that store, process, or transmit confidential information (e.g., PHI, PII) must be encrypted using a Federal Information Processing Standards (FIPS) at a minimum 140-2 or 140-3 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The FIPS solution must comply with National Institute of Standards and Technology (NIST) as noted here: https://csrc.nist.gov/pubs/fips/140-2/upd2/final. The encryption solution must be full disk unless approved by the ACBHD Information Systems Security Office.

Contractor must securely transmit, receive or store (e.g., email, fax, or other electronic file transfer mechanisms) all AC Health and ACBHD confidential information. Transmitted emails must inform the recipient that the information is confidential, and the recipient must return or destroy any email received in error. Contractor must encrypt emails they send with Transport Layer Security (TLS). Email servers must display a warning banner when an email is received from an unrecognized sender or external sender not part of organization, such as:

> *CAUTION: This email originated from outside of the organization. Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe.*

Contractor shall institute system access identification and authentication management policies, procedures, and mechanisms (e.g., procedures for biometrics; creating, changing, safeguarding passwords; and/or multi-factor authentication (MFA)).

Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: client plan, discharge plan, informing materials, and health questionnaire. In addition, Contractor shall comply with the requirements of the 21st Century Cures Act – Information Blocking Rule.

Contractors entering data into any ACBHD EHR must adequately and appropriately train all staff members before they are allowed to enter and maintain data within this system.

D. Reserved

E. Artificial Intelligence (AI)
Contractor shall receive written approval from the ACBHD IS Director or designee prior to using AI or Generative AI.

F. Access and Maintenance of Service Records
Contractor shall allow ACBHD, AC Health, California Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), the Controller General of the United States, and other authorized Federal, State and local agencies to evaluate performance under this contract, and to inspect evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time, and to allow interviews of any employees or subcontractors who might reasonably have information related to such records. The maintenance, access, disposal, and transfer of records shall be in accordance with ACBHD policies and procedures and shall comply with professional standards and applicable local, State, and Federal laws, including but not limited to 42 CFR §§ 438.230(c) & 438.3(h), and 45 CFR § 164.504.

G. Business Associate Agreement (BAA)
Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined by HIPAA. For these duties, Contractor may be a Business Associate of County of Alameda and shall comply with the applicable provisions set forth in Exhibit E, BAA, which is attached hereto and made part of this Agreement.

H. Reserved

I. Breaches of Confidentiality
Contractor shall comply with the requirements of the BAA (Exhibit E), and the ACBHD Privacy and Security Incident Reporting Policy. Contractor shall report all privacy and security incidents to ACBHD and AC Health within 24 hours of discovery by completing the online Privacy Incident Reporting Form,[16] and Contractor shall comply with State and Federal laws pertaining to data breaches. Contractor agrees to hold ACBHD harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

[16] Privacy Incident Reporting Form: https://app.smartsheet.com/b/form/0669dd55f23b4d77843674eac79c3c46

VI. OVERSIGHT AND AUDIT

A. Cooperation with Audits or Investigations

Contractor shall fully cooperate with ACBHD in any review and/or audit initiated by ACBHD, AC Health, DHCS, CMS, HHS OIG, Health Resources and Services Administration (HRSA), Drug Enforcement Agency (DEA), or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBHD (Operational Leads, Contracts, and QA - QA.Audits@acgov.org) of any scheduled or unscheduled external evaluation or site visits within five business days of the date the agency becomes aware of such visit. ACBHD has the right to attend any or all parts of external review processes. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this contract or in the event Contractor has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 CFR §§ 438.3(h) and 438.230(c)(3)(i-iii).

VII. ACCESS AND NONDISCRIMINATION

A. Leveraging Technology to Meet Client Needs

Contractor may utilize technology, such as telehealth, to serve clients as specified by DHCS and by ACBHD in the QA Manual. Prior to the delivery of telehealth services, Contractor must obtain client's verbal or written consent for the use of delivering services via telehealth (synchronous audio and video) or telephone (audio only), explain specific information to client regarding the use of telehealth, and document in medical record client's consent to receive covered services via telehealth.

B. Americans with Disabilities Act

Contractor shall comply with the ACBHD Accessibility of Services Policy. Contractor shall ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements.[17]

C. Reserved

D. Non-Discrimination in Employment and Services, and Equal Opportunity

Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. 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; ethnic group identification; national origin; ancestry; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation; gender identity; gender expression;

[17] Section 508 of the Rehabilitation Act of 1973 (29 USC § 794d) and the Americans with Disabilities Act of 1990, as amended.

AIDS/HIV status; medical condition; genetic information; political affiliation; or veteran status.

For the purpose of this Agreement, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals seeking services or employment under this contract: denying an otherwise eligible individual any service, providing a benefit that 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 that individuals shall meet in order to be provided any service or benefit. Contractor shall comply with other regulatory requirements around non-discrimination and equal opportunity in services and employment. Contractor shall post materials related to non-discrimination and equal opportunity in services and employment.

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall have policies and furnish upon request procedures that protect clients and employees in the above-listed protected categories from harassment.

Contractor shall comply with applicable regulation, included but not limited to: Title VI of the Civil Rights Act of 1964 Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq*.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age; Age Discrimination in Employment Act (29 CFR Part 1625); Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment; Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities; Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq*.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing; Section 1557 of the Patient Protection and Affordable Care Act; Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; the Drug Abuse Office and

Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E). Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12900 *et seq*.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 11000 *et seq*. and Title 2 Division 4 § 7285.0 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall comply with Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" Executive Order 11246 (42 USC 2000(e) *et seq*. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance; Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency; the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities; or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act.

E. Sex Offenders

Contractor shall not decline services to individuals based solely on their status as registered sex offenders. Sex offender registrants must be considered for treatment and/or services individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor shall consult with the ACBHD System of Care Director or designee and receive written permission to withhold services.

F. Culturally and Linguistically Appropriate Services (CLAS)

To ensure equal access to quality care by diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://thinkculturalhealth.hhs.gov/clas/standards. Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization, and shall work with ACBHD and other partners to enhance service utilization for different populations including but not limited to American Indians/Alaskan Natives and other priority populations. See Reporting and Evaluation section for annual training requirements.

G. Linguistic Capability and Accessible Format

The County is responsible for ensuring that services are linguistically responsive and provided in languages including but not limited to the County threshold languages of English, Spanish, Arabic, Korean, Chinese (spoken: Cantonese and Mandarin; written: Traditional and Simplified), Farsi, Tagalog, and Vietnamese and any other threshold

languages added at a later date. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBHD Language Line.

Contractor shall ensure its written materials that are critical to obtaining services are available in threshold languages and alternative formats. Contractor shall ensure that visual-impaired, hearing-impaired and other special needs audiences are provided with information in formats that provide the most assistance in making informed choices.

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Gov. Code §§ 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR § 92.101, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services. Interpreters hired by Contractor shall be certified.

VIII. TOBACCO, ALCOHOL, AND SUBSTANCE USE POLICIES

A. Drug-Free Workplace

Contractor shall provide a drug-free workplace in accordance with regulatory requirements.[18] Contractor must notify the ACBHD Program Contract Manager within five days if any employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County-funded facility or work site.

B. Norms Around Substance Use

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 funded in any way by County, whether on or off the program premises. Contractor agrees that information produced through these funds, and that 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. No aspect of a drug or alcohol-related program may include any message on the responsible use, if the use is unlawful, of drugs or alcohol.[19]

C. Reserved

D. Provider Tobacco Policies and Client Treatment Protocols

For Full Service Partnerships or for programs operating under a Master (versus Services As Needed) Contract, Contractor shall implement the ACBHD Provider Tobacco Policies and Consumer Treatment Protocols as specified in the ACBHD Policy Manual. Treatment providers shall follow the ACBHD guidance regarding Medi-Cal claiming related to

[18] Gov. Code §§ 8350-8357 (Drug-Free Workplace Act of 1990).
[19] Health & Safety Code §§ 11999-11999.3.

tobacco services. Smoking shall not be a factor in eligibility for services or discharge unless the smoking is occurring in violation of State or local law.

E. Smoke-Free Workplace Certification

United States Public Law 103-227 (Title X, Part C), also known as the Pro-Children Act of 1994, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted, that is used for the routine or regular provision of: 1) kindergarten, elementary, or secondary education or library services, or 2) health or day care services that are provided to children under the age or 18. The law applies 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 Women, Infants, and Children (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 of 1994 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 of 1994.

IX. ADDITIONAL STATE AND FEDERAL LAWS

A. Whistleblower Program

Contractor shall be knowledgeable and educate its workforce about the ACBHD Whistleblower Program and how to report potential fraud, waste, and abuse as specified in the ACBHD Whistleblower Program for Fraud, Waste, and Abuse Policy.

B. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 USC Section 7104 *et seq.*) as amended by section 1702 of Pub. L. 112-239. Contractor shall provide evidence of compliance with this Act upon request by ACBHD.

C. Assignment of Clayton Act or Cartwright Act Claims

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (15 USC Chapter 2 § 16700 *et seq.*) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

D. Other Regulatory Requirements

Contractor shall also comply with other applicable regulatory requirements, including but not limited to:

1. Air or Water Pollution Requirements, including but not limited to the Clean Air Act (e.g., 42 USC § 7401 *et seq*., 42 USC § 7606), Clean Water Act (e.g., 33 USC § 1251 *et seq*., 33 USC § 1368, and Executive Order 11738;
2. Byrd Anti-Lobbying Amendment: Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
3. Hatch Act: Contractor agrees to comply with the provisions of the Hatch Act (5 USC, Part III, Subpart F., Chapter 73, Subchapter III) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
4. Legal and Internal Revenue Service Requirements.
5. Notice to suspend performance or stop work: Upon receipt of a suspension or stop work notification from ACBHD or DHCS, Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage. Neither ACBHD nor DHCS shall be liable to Contractor for loss of profits because of any suspension or stop work notification issued under this clause.
6. Reserved.
7. Reserved.
8. Union Organizing.

X. ADDITIONAL REQUIREMENTS

A. Provider Meetings

For Full Service Partnerships or programs operating under a Master (versus Services As Needed) Contract, Contractor shall attend regularly scheduled ACBHD System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBHD throughout the term of this Agreement.

B. Quality Improvement (QI)

Contractor shall participate in QI activities, including participation in Performance Improvement Projects (PIPs) as requested ACBHD in relation to State and Federal requirements and responsibilities.

C. Acknowledgement of ACBHD

For Full Service Partnerships or for programs operating under a Master (versus Services As Needed) Contract, Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups that are supported in part or entirely by this Agreement, to Alameda County Health, Behavioral Health Department.

D. Claims Corrections for Medi-Cal Programs

Contractors providing Medi-Cal services shall respond in a timely manner to ACBHD requests for correcting Medi-Cal claims when such requests are made by ACBHD.

XI. REPORTING AND EVALUATION

A. Monthly

Contractor shall complete and submit an ACBHD 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 ACBHD as described in the AC Health Agency Exclusion Screening Policy and Sections IV.C (Staff Roster), D (Notice of Changes in Key Personnel), and G (Credentialing, Certifications, and Licensures).

B. Annually

Contractor shall provide or update information on an annual basis to demonstrate compliance with the following:

1. Provider Contact Information

Contractor shall provide ACBHD with an updated list of key contacts within its organization by March 15th of the fiscal year.

2. Culturally and Linguistically Appropriate Services (CLAS) Training

Contractor shall ensure that at least half of their direct service staff and managers who are providing or supporting services through this Agreement shall complete at least three CLAS trainings annually. At least one of the CLAS trainings shall be offered through ACBHD and shall be attended by at least two staff from Contractor's organization, one of which shall be a manager.

Contractor shall submit the following information by July 10th of the following fiscal year to the ACBHD Office of Ethnic Services:

a) An electronic survey that demonstrates Contractor's implementation of CLAS standards;
b) A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
c) A summary or copy of a plan to further implement CLAS standards throughout the organization.

C. As Required

Contractor shall provide ACBHD with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBHD Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event 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.

D. As Requested

Contractor shall submit a current staff roster within 30-days of request by ACBHD. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, owners with five percent or greater interest, and agents providing services and/or goods under this Agreement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Contractor shall submit any special information or reports requested by ACBHD, and shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding. Any other emerging reporting required by applicable laws and regulations shall be submitted as a condition of maintaining funding.

E. Medi-Cal Programs

Medi-Cal programs shall provide or update information to demonstrate compliance with the following:

1. Ongoing or Monthly

Contractors providing Medi-Cal services shall input data into an electronic data collection and claiming system approved by ACBHD Information Systems (IS) by the third business day of each month according to the written data entry procedures specified by ACBHD Billing and Benefits Services (BBS) in collaboration with IS, and complete any corrections based on the Claims Calendar before ACBHD submits the monthly Medi-Cal claim.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBHD Timely Access to Service Standards and Tracking Requirements Policy. Contractor shall track and report all Timely Access data as specified by ACBHD.

CANS/PSC-35

Contractors providing Medi-Cal services shall input Child and Adolescent Needs and Strengths Assessment (CANS) for children, adolescents and youth under age 21 and the Pediatric Symptom Checklist (PSC-35) data for children, adolescent and youth under age 18 according to the data entry procedures specified in the ACBHD CANS and PSC-35 Implementation Policy and by ACBHD. For CANS, this shall include data entry into the ACBHD Objective Arts CANS Data Collection and Reporting System.

Provider, Program and Staff Information

Contractor shall comply with all required publications, submissions and monitoring including but not limited to Provider Directory and Network Adequacy Reporting.[20] Contractor's submission shall include but not be limited to Contractor's cultural and linguistic capabilities in service delivery and documentation of staff completion of cultural competence training and shall be in accordance with the format specified by

[20] 42 CFR § 438.10(h)

ACBHD and DHCS.[21] These requirements are in furtherance of compliance with DHCS Behavioral Health Information Notices 18-011 & 18-020.

Reserved

Reserved

2. **As Required**
   Correspondence from DHCS Provider Enrollment/Master Provider File Divisions
   Contractor shall report any correspondence received from the DHCS Provider Enrollment Division or Master Provider File Division.

3. **As Requested**
   Consumer Perception Survey
   Contractor shall conduct the Consumer Perception Survey to collect information about perception of care as requested by ACBHD or DHCS.

Revised: 02/11/25

[21] 9 CCR § 1810.410.