

EXHIBIT A-1 STANDARD REQUIREMENTS

I. SCOPE OF SERVICE REQUIREMENTS

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 administrative regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing mandatory ACBH policies and procedures as contained in, but not limited to:

- i. Alameda County Behavioral Health Care Services (ACBH) Quality Assurance (QA) Manual (hereafter ACBH QA Manual);¹
- ii. ACBH Policy and Procedures Manual;² and
- iii. Applicable State-County Plans and Grant Agreements.³

Contractor shall comply with all Federal and State requirements applicable to this agreement (based on services and funding), as may be amended from time to time.

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 and/or regulation shall be immediately responsible for remedy. ACBH 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 ACBH up to and including program termination, as specified in the ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers Policy, and/or future debarment by Alameda County, as specified in any then current debarment policy (see Alameda County General Services Agency Debarment Policy approved on January 14, 2020).⁴

A. Medi-Cal Program Oversight

MH services shall be under the general supervision of the Director of ACBH.⁵ Pursuant to 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.

II. SERVICE DELIVERY SITE REQUIREMENTS

A. Site Inspection/Site Visits

¹ http://www.acbhcs.org/providers/QA/qa_manual.htm

² <http://www.acbhcs.org/providers/PP/Policies.htm>

³ <http://www.acbhcs.org/providers/network/cbos.htm>

⁴ https://www.acgov.org/agenda_minutes_app/board/bos_calendar/ag_min.jsp

⁵ As specified in Title 9, Division 1, Chapter 3, Article 3, Section 521 of the California Code of Regulations (CCR), <https://oal.ca.gov/publications/ccr/>

ACBH, the Department of Health Care Services (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 premises in which it is being performed. If an inspection or evaluation is made of the premises of Contractor, 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 ACBH. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH 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/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.

Contractor shall have and maintain a valid **and current** fire clearance at the specified service delivery sites where direct services are provided to clients.⁶

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 Form⁷ and submit it to their ACBH Contract Managers. The completed and fully routed Program Change Request Form shall serve as ACBH approval of change of program location or contracted hours of operation in lieu of a contract amendment. For Specialty Mental Health Services (SMHS) billing to Medi-Cal, Contractor shall obtain site certification by ACBH and shall be responsible for any gaps in ability to claim during a period where the site is not certified.

C. Additional Requirements for Medi-Cal Programs

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

Contractors providing MH treatment under Medi-Cal shall also have and maintain:

- 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; and
- iii. Any additional licensure, registration, or accreditation required by regulations for the service being delivered.

⁶ The term 'client' shall be synonymous with the term 'consumer,' 'partner,' 'beneficiary,' or 'patient' for the purposes of this Agreement.

⁷ <http://www.acbhcs.org/providers/network/cbos.htm>

Contractors providing Medi-Cal services shall have 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.

III.SERVICE PROVISION REQUIREMENTS

A. Informing Materials

Contractor shall comply with policies, 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. Conservatorship

Contractors providing placement for a client who is under extended or permanent Lanterman-Petris-Short (LPS) Conservatorship shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

C. 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 meets the requirements of the ACBH QA Department. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics from the ACBH QA Manual.

2. Authorizations

Contractors providing Medi-Cal services shall comply with ACBH and DHCS requirements for authorization and reauthorization of services including, but not limited to the **ACBH 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/episode opening) 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 ACBH and DHCS requirements relating to No Wrong Door, including but not limited to the ACBH Policy on No Wrong Door for Mental Health.

5. Notice of Adverse Benefit Determination (NOABD)

Contractors providing Medi-Cal services shall provide beneficiaries with a 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 in threshold languages and adhere to the ACBH policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries in areas including, but not limited to, reporting.

6. Beneficiary Handbook

Contractors providing Medi-Cal services shall be responsible for distributing the Guide to Medi-Cal Mental Health (MH) Services upon initial intake to enable clients to understand how to effectively use the behavioral health services to which they are entitled under Medi-Cal.

7. Patients' Rights

Patients' rights regarding Medi-Cal services shall be assured,⁸ and patient records shall comply with all appropriate State and Federal requirements.

8. Clinical Documentation

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

9. CANS/PSC-35/ANSA

⁸ In compliance with Welfare and Institutions Code, Division 5, Section 5325 et seq. and California Code of Regulations (CCR), Title 9, Division 1, Chapter 4.5

Contractors providing SMHS Medi-Cal services shall implement the Child and Adolescent Needs and Strengths Assessment (CANS) and the Pediatric Symptom Checklist (PSC-35) for children, adolescents and youth; and the Adult Needs and Strengths Assessment (ANSA) for adults according to the procedures specified in the ACBH CANS, ANSA, and PSC-35 Implementation Policy and by the ACBH CANS/ANSA Coordinators. Exceptions are outlined in the ACBH CANS, ANSA, and PSC-35 Implementation Policy. Contractor may get a copy of the CANS from the primary Clinician/Service Provider.

10. Continuity of Services/Discharge Planning

Contractor shall facilitate care coordination, continuity of care, discharge and exit planning in accordance with the ACBH QA Manual, State standards for SMHS, the ACBH Out of Network Access and Continuity of Care for Medi-Cal SMHS and SUD Services Policy, and other regulatory requirements. Discharge planning shall begin 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 should die or become unable to continue providing services, or in the event that 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.

IV. STAFFING REQUIREMENTS

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services and shall maintain any further requirements as specified for each program in the Exhibit A–Scope of Work. Contractor shall notify the ACBH 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 contract period.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBH 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 Code of Federal Regulations (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. Notice of Changes in Key Personnel

Contractor shall immediately inform ACBH 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 the contractor's fulfillment of this contract or the clinical care of ACBH beneficiaries. Contractor shall notify ACBH by submitting to the ACBH Program Contract Manager a Provider/Program Change Notification Form.⁹

Contractor shall notify ACBH Information Systems (IS) within five business days if any of its staff with access to protected health information (PHI) or personally identifiable information (PII) through ACBH's applications (e.g., ACBH Billing System, Clinician's Gateway, Yellowfin) no longer need this access due to separation from the organization, change in functions or death so that ACBH can terminate/revoke access. Contractors 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. This notification shall be made through the ACBH Staff Number Request E-Form.¹⁰

D. 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), Annual Compliance/Code of Conduct, and Health Insurance Portability and Accountability Act (HIPAA)/Privacy and Security.

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

E. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBH upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions

⁹ <http://www.acbhcs.org/providers/network/cbos.htm>

¹⁰ <http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms>

or concerns emerge as to whether services are and will continue to be delivered in accordance with the requirements of this Agreement.

F. Credentialing/Certification of License

Contractor shall maintain a pre-hire process to ensure that supervisors and staff are appropriately **trained**, credentialed and/or licensed without restrictions and provide services to clients within their individual scopes of practice and within any restrictions noted on the credential or license. Contractor shall ensure that staff 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 every 120 days **and at initial credential verification and every recertification event thereafter**. Contractor shall comply with the ACBH Credentialing and Re-Credentialing Policies, and shall work with ACBH to demonstrate compliance with regulatory requirements. Contractor shall **maintain procedures to** ensure that all direct service staff receive appropriate supervision and maintain any Continuing Education (CEs) units or Continuing Medical Education (CME) credits as required by their respective credentialing body and as outlined in the ACBH QA Manual.

G. Provider Application and Validation for Enrollment (PAVE)

Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal beneficiaries on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, 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.¹¹ SMHS licensed individuals, required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>,¹² include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor, Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist and Certified Pediatric/Family Nurse Practitioner. Interns, trainees, and associates are not eligible for enrollment.

H. Exclusion Lists

Contractor is obligated to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001, including but not limited to those related to the U.S. System for Award Management.¹³

¹¹ Sources: DHCS Behavioral Health Information Notice No: 20-071, <https://www.dhcs.ca.gov/Documents/BHIN-20-071-21st-Century-Cures-Act-Provider-Enrollment-Requirements.pdf>, and DHCS Frequently Asked Questions dated

02/04/21: [https://www.dhcs.ca.gov/provgovpart/Documents/PAVE Project for Provider Enrollment Division/SAMEnrollmentFAQFinal.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/PAVE%20Project%20for%20Provider%20Enrollment%20Division/SAMEnrollmentFAQFinal.pdf)

¹² <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>

¹³ Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

If Contractor subcontracts with or employs an excluded party, County or DHCS has the right to withhold payments, disallow costs, or issue a Corrective Action Plan (CAP), as appropriate, pursuant to Health and Safety Code (HSC) 11817.8(h).

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 ineligible for participation in government funded healthcare programs:

- 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. System for Award Management; and
- iv. Social Security Administration Death Master File.

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

Contractor shall comply with applicable Federal and State suspension, debarment, and exclusion laws and regulations, including, without limitation, ongoing monitoring. Contractor shall comply with the ACBH Exclusion Screening Policies and shall work with ACBH to demonstrate compliance with regulatory requirements.

Contractor shall ensure that employees, volunteers, Board Members, 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 ACBH and are in good standing with 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 Suspended and Ineligible Provider List.¹⁴

I. Compliance Program/Code of Conduct

Contractor shall ensure that each of its staff comply with the ACBH Ethical Conduct Code in the ACBH 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 ACBH QA Manual. ACBH may, from time to time, revise such requirements, and Contractor shall, if necessary, obtain newly signed Code of Conduct documents meeting those requirements.

J. Criminal Background Consent

Contractor shall ensure that all employees 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.

¹⁴ In compliance with 42 CFR, Section 455.436; 42 CFR, Section 438.214

K. Confidentiality Statement

Annually, Contractor shall collect a signed ACBH Confidentiality Statement or a Confidentiality Statement approved by the ACBH Privacy Officer as specified by ACBH from any staff 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 ACBH Policy on Privacy, Security and Confidentiality Statement of Client Services, Records and Information.

L. 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 ACBH 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 ACBH upon request.

V. TOBACCO, ALCOHOL, AND SUBSTANCE USE POLICIES

A. Drug-Free Workplace

Contractor shall provide a drug-free workplace in accordance with regulatory requirements.¹⁶ Contractor must notify the ACBH 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.

C. Provider Tobacco Policies and Consumer Treatment Protocols

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall implement the ACBH Provider Tobacco Policies and Consumer Treatment Protocols as specified in the ACBH Policy Manual. Treatment providers shall follow the ACBH guidance around Medi-Cal claiming when tobacco use impacts client recovery. Smoking shall not be a factor in eligibility for services or discharge unless the smoking is occurring in violation of state or local law.

D. Smoke-Free Workplace Certification

¹⁵ 42 C.F.R. Sections 422.504(i) (2) and 423.505(i)(2); Welfare and Institutions Code Section 14124.1; Title 22, California Code of Regulations, Section 51476

¹⁶ State of California Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990

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 of 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.

VI. CLIENT RECORDS, DATA, PRIVACY, AND SECURITY REQUIREMENTS

A. Confidentiality and Secure Communications

Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996,¹⁷ 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 applicable ACBH policies and procedures.

Contractor shall take any and all steps necessary to ensure the continuous 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 to protect the security, confidentiality and integrity of PHI and PII, to protect against anticipated threats or hazards to the security or integrity of PHI and PII, and to prevent unauthorized use or disclosure of PHI or PII.

B. Electronic Privacy and Security

All workstations and laptops and/or other portable devices that store PHI or PII either directly or temporarily must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the ACBH Information Security Office.

¹⁷ Including applicable transaction standards.

Contractors shall have a secure system for sending emails and, if applicable, facsimiles (faxes). Contractor shall send any email or fax containing PHI or PII in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords.

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.

Contractors entering data into the ACBH EHR, Clinician's Gateway, shall ensure that staff are trained to enter and maintain data within this system.

C. Access and Maintenance of Service Records

Contractor shall allow ACBH, Alameda County Health Care Services Agency, 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 and State 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 contractors who might reasonably have information related to such records. The maintenance, access, disposal, and transfer of records shall be in accordance with the ACBH policies and procedures and shall comply with professional standards and applicable local, State, and Federal laws and regulations.¹⁸

D. 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.

E. Breaches of Confidentiality

Contractor shall follow the BAA (Exhibit E), and the ACBH Privacy and Security Incident Reporting Policy and shall comply with State and Federal laws pertaining to breaches of

¹⁸ Including but not limited to 45 CFR Section 164.504, 42 CFR Section 438.3(h), and 42 CFR Section 438.230(c)(1-3)(i-iv)

confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

VII.COORDINATION WITH ACBH AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

A. Provider Meetings

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall attend regularly scheduled ACBH System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBH 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 ACBH in relation to state and federal requirements and responsibilities.

C. Grievances and Appeals

Contractor shall comply with the ACBH Consumer Grievance and Appeal Processes policy. Consumer grievances shall be defined as dissatisfaction with ACBH services in areas that shall include but are not be 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. Consumer grievances shall be directed to the Consumer Assistance toll-free line at 1-800-779-0787 per the policy noted above. 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.

D. Cooperation with Audits or Investigations

Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractors shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits within five business days of the date the agency becomes aware of such visit. ACBH shall reserve 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 Code of Federal Regulations (CFR) Title 42, §§ 438.3(h) and 438.230(c)(3)(i-iii).

E. Acknowledgement of ACBH

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 County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

F. 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 Section 15) or under the Cartwright Act (15 USC Chapter 2 [commencing with section 16700]) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

G. Program Modification Approval Requirement

Contractors shall seek prior approval and immediately notify ACBH 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 ACBH in writing at least 30 days prior to proposed date for implementation of the change. Failure of notification constitutes a breach of this Agreement and is a cause for withholding payments and/or termination of this Agreement.

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

H. Claims Corrections for Medi-Cal Programs

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

VIII. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

A. Leveraging Technology to Meet Client Needs

Contractor may utilize technology, such as telehealth, to serve clients as specified by **DHCS and ACBH.**

B. Americans with Disabilities Act

Contractor shall comply with the ACBH Accessibility of Services Policy. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements.¹⁹

C. 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

¹⁹ Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794d) and the Americans with Disabilities Act of 1990, as amended

eligibility for or participation in any of the program or programs included in this Agreement. Contractor shall inform the County if it is faith-based.

If Contractor identifies as faith-based, Contractor shall:

- i. Submit to ACBH a written policy that states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- ii. Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- iii. Track and notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- iv. Ensure that the client makes contact with the alternate provider to which he or she is referred.

No state or federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No state or federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity. Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

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

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; 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.²⁰ Contractor shall post materials related to non-discrimination and equal opportunity in services and employment.

²⁰ 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

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.

E. Sex Offenders

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 and/or services individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor shall consult with the ACBH System of Care Director or designee and receive written permission to withhold services.

F. Whistleblower Program

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

G. Culturally and Linguistically Appropriate Services (CLAS)

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.

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://minorityhealth.hhs.gov/omb/browse.aspx?lvl=2&lvlid=53> <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 ACBH and other partners to enhance service utilization for different populations including but not limited to American Indians/Alaskan Natives and other priority populations. See section IX.B. for annual training requirements.

H. 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, 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 ACBH Language Line.

Contractor shall ensure their written materials that are critical to obtaining services are available in threshold languages and alternative formats. Contractor shall ensure that visually-impaired, hearing-impaired and other special needs audiences are provided material 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 (Government Code sections 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 92.201, 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.

I. Trafficking Victims Protection Act of 2000

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

J. Other Regulatory Requirements

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

- i. Air or Water Pollution Requirements;²¹
- ii. Byrd Anti-Lobbying Amendment;²²
- iii. Hatch Act;²³
- iv. Legal and Internal Revenue Service Requirements;
- v. Notice to suspend performance or stop work;²⁴ and
- vi. Union Organizing.

IX. REPORTING AND/OR EVALUATION REQUIREMENTS

A. Monthly

Contractor shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors shall complete and submit an 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 Alameda County Health Care Services Agency Exclusion Screening Policy.

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 ACBH 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

Applicable for programs operating under a Master (versus Services As Needed) Contract – All direct service staff and managers 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 submit the following information by July 10th of the following fiscal year to the ACBH Office of Ethnic Services:

²¹ Under section 306 of the Clean Air Act (7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. And as applicable, under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

²² 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.

²³ Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, 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.

²⁴ Upon receipt of a suspension or stop work notification from ACBH 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 ACBH or DHCS shall be liable to Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

- 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 ACBH with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBH 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 ACBH. 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 ACBH, 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 ACBH Information Systems (IS) by the third business day of each month according to the written data entry procedures specified by ACBH IS, and complete any corrections based on the test claim before ACBH submits the monthly Medi-Cal claim, which is typically on the third Saturday of each month.

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

2. CANS/PSC-35/ANSA

Contractors providing Medi-Cal services shall input Child and Adolescent Needs and Strengths Assessment (CANS), Pediatric Symptom Checklist (PSC-35) and/or Adult

Needs and Strengths Assessment (ANSA) data for each client according to the data entry procedures specified in the ACBH CANS, ANSA, and PSC-35 Implementation Policy and by the ACBH CANS/ANSA Coordinators, and for CANS/ANSA this shall include data entry into the ACBH Objective Arts CANS/ANSA Data Collection and Reporting System for programs operating under Master (versus Services As Needed) Contracts.

3. Provider, Program and Staff Information

Contractor shall submit any needed updates to provider, program and staff information, as well as attestation of accuracy of information on file by the 15th of each month as requested by ACBH to complete required publications, submissions and monitoring including but not limited to Provider Directory and Network Adequacy Reporting. 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 ACBH and the California Department of Health Care Services (DHCS).²⁵

4. 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.

5. As Requested Mental Health Statistics Improvement Plan (MHSIP)

Contractor shall conduct the MHSIP Survey (Consumer Perception Survey) to collect information about perception of care as requested by ACBH and DHCS.

Updated: 3/27/2023

²⁵ In compliance with CFR 42, 438-10(h), (h)(1)(v); California Code of Federal Regulations (CCR) Title 9, chap. 11, §1810, subd. 410, MHSUDS, IN No. 18-011 and 18-020.